



# High Value Home Insurance Policy Wording

# Contents

Contact Points and Important Telephone Numbers	2
About your policy	3
High Value Home assistance	6
About Iprism	7
Meaning of words	9
The Policy	13
Section1 – Buildings	
● Cover	14
● Exclusions	17
Section 2 – Contents, art and antiques and valuables	
● Cover	18
● Exclusions	23
Section 3 – Liability	
● Cover	24
● Exclusions	26
Section 4 – Family legal protection	
● Cover	27
● Exclusions	32
● Conditions	34
Section 5 – Home emergency	
● Cover	36
● Exclusions	39
● Conditions	41
Section 6 – Home Cyber	
● Cover	42
● Exclusions	46
● Conditions	48
General conditions	50
General exclusions	54

# Contact Points and Important Telephone Numbers

## Your Insurance Broker

Your insurance broker who arranged this **policy** for **you** is **your** dedicated point of contact for any queries concerning **your policy**. Prism are not authorised to offer any advice to **you** about **your policy** so for advice, or to make any changes to **your policy** you must speak to **your** insurance broker.

Your insurance broker's contact details are shown on **your policy schedule**.

## Making a Claim

### Buildings, Contents, Art and Antiques, Valuables and Liability

To report a claim for damage to **your** buildings, contents, art and antiques or valuables or notify **us** of an incident that may lead to a claim under the liability cover please call **0333 005 1610**



The claims line is available 24 hours a day 7 days a week. If it is an emergency, **you** may wish to consider making contact with the Home Emergency Service (the details of which are noted in the following section for Home Emergency).

To ensure the quality of the service **we** provide **we** may record or monitor **your** phone call.

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

**We** will give advice on how **your** claim will be dealt with and any excess that **you** have to pay. For certain claims **we** may need to appoint a loss adjuster to help **you** and **us** manage the claim and ensure the settlement of bills from suppliers and contractors. Apart from the **excess** **you** will not need to worry about payment of any bills associated with **your** claim for costs that are covered by the **policy**. These are detailed in this **policy** wording.

## Home Emergency

This service is underwritten by ARAG Legal Expenses Insurance Company Limited (ARAG) and is available 24 hours a day, 7 days a week.

This service provides up to £1,000 (including VAT) for the call-out charge, labour costs, parts and materials to provide help with a home emergency detailed within the Home emergency section of this wording.

Please call the home emergency helpline on **0800 085 2739**



## Legal Advice and Family Legal Protection Claims

This service is available 24 hours a day, 7 days a week.

For legal advice and to make a claim under the family legal protection section please call: **0330 102 6190**

If **you** need to make a claim, ARAG will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice.

If **your** dispute needs to be dealt with as a claim under the family legal protection section, ARAG will give **you** a claim reference number. At this point ARAG will not be able to tell **you** whether **you** are covered, but will pass the information **you** have given them to their claims handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before ARAG have agreed. If **you** do, ARAG will not pay the costs involved even if they accept the claim.



## Home Cyber Claims

This service is available 24 hours a day, 7 days a week.

If **you** need to make a claim under this section **you** can contact the claims department:

✉ **In writing to:** HSB Engineering Insurance Limited  
Chancery Place, 50 Brown Street  
Manchester M2 2JT

☎ **By telephone:** +44 (0) 330 100 3432 (Calls to this number are charged at the same standard landline rate as calls to 01 or 02 numbers.)

✉ **By email:** new.loss@hsbeil.com

# About Your Policy and Important Information

Thank you for choosing to insure **your home** through Iprism. This **policy** has been designed to meet the insurance needs of owners of high value homes and possessions.

This **policy** is made up of several documents, which form the contract between **you** and the **insurer** shown in **your policy schedule**. These documents are:

- the **statement of facts**
- the **policy** wording
- the **schedule**

In addition there may be further documents as follows:

- endorsements
- specification of Items/property insured.

## Statement of Facts

This is a record of the statements that **you** made when applying for this insurance – in the case of the **statement of facts** it is a record of information **you** or **your** insurance broker have entered into **our** computer systems or have advised in the course of a telephone conversation or other media.

The **insurers** have used and relied on the information **you** have supplied to determine the terms on which they are prepared to provide the insurance and the premium they require. It is extremely important that **you** check this document most carefully to ensure that **you** have taken all reasonable care to honestly provide this information and that to the best of **your** knowledge and belief, it is accurate. If **you** don't, **your policy** may be cancelled, or treated as if it never existed, or **your** claim rejected or not fully paid. If **you** are in any doubt, **you** should speak to **us** or **your** insurance broker.

Should any of the information **you** have provided and which is recorded on the **statement of facts** change during the **period of insurance**, **you** must tell **us**. **We** may then amend the premium charged and the terms of this **policy**.

## The Policy Wording

The **policy** wording is a standard contract form which details in 6 sections the cover provided, exclusions to the cover, conditions **you** must comply with in addition to other formal information such as what **you** need to do if **you** have a complaint, information on how to get help, and definitions of words that have a special meaning. The **schedule** will show which sections are active and which are not. A paper copy of the **policy** wording is available upon request.

## The Schedule

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

## Endorsements

Endorsements are attachments to the **schedule** that alter the **policy** in some way.

## Specification of Items/Property Insured

A specification may be attached to a **schedule** to list specific items that are being insured under a section of the **policy** or to provide more detail about other property.

**Please take time to read all these documents to make sure that the cover provided meets your needs and that you understand the terms, exclusions and conditions. If there is anything you do not understand or you need to change please contact your insurance broker as soon as reasonably practicable.**

## Policy cancellation and cooling off period

if, having examined **your policy** documentation, **you** decide not to proceed, **you** may cancel this **policy** within the first 14 days. The 14 day period starts on the day **you** receive the **policy** documentation, or the day **you** enter into this contract of insurance whichever is the later. When **we** have received notice of **your** decision not to proceed, any premiums **you** have paid will be returned, unless **you** have made a claim. If **you** have made a claim or there has been an incident likely to give rise to a claim no premium will be returned to **you**.

**You** may cancel the **policy** after the first 14 days and the **policy** can be cancelled by **us**. Please see the full cancellation condition in the general conditions on page 50 for details.

### Information and changes we need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, or renew **your policy**.

Please tell **your** insurance broker as soon as reasonably practicable to let **us** know if there are any changes to the information set out in the **statement of facts** or on **your schedule**. **You** must also tell **your** insurance broker to let **us** know as soon as reasonably practicable to about the following changes:

- any change to the people insured, or to be insured
- any change or addition to the contents of the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **your policy schedule**
- any change of address
- if **your** property is to be lent, let, sub-let, or used for business purposes (other than for the purposes of administration tasks only such as paperwork, telephone calls or computer work)
- if **your home** will be left unoccupied for more than 60 days
- if any member of **your** household or any person to be insured on this **policy** is charged with, or convicted of a criminal offence (other than a motoring offence) or have been declared bankrupt or have been subject to bankruptcy proceedings

If the information provided by **you** is not complete and accurate:

- **we** may cancel **your policy** and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and or change any **excess**, or
- the extent of the cover may be affected

### If your home is unoccupied or unfurnished

**You** must tell **us** if **your home** is, or will be, unoccupied or left unfurnished. **We** may then amend the terms of this **policy**.

### Having work done to your home

**You** must provide **us** with full details of any building work or heat processes including restoration, repair, redecoration, maintenance or other similar work, where the estimated value of the works is in excess of £75,000, or before the signing of any contract which, in any way, removes or limits **your** legal rights against a contractor.

If **you** do not notify **us** and provide **us** with full details before the work is due to start any loss, directly or indirectly caused by or relating to the work, will not be covered under **your policy**.

### Who is Iprism regulated by?

Iprism Underwriting Agency Limited is regulated by the Financial Conduct Authority (FCA), who are an independent watchdog that regulates financial services. **You** can check **our** FCA registration (registration number 460209) by visiting the FCA website at [www.fca.org.uk](http://www.fca.org.uk) or by calling the FCA on **0300 500 0597**.

Most claims, information and assistance services are available 24 hours a day, 7 days a week. Please quote High Value Home when **you** telephone. If **you** have **your policy** number handy it helps **us** locate **your** records so that **your** call can be dealt with as quickly and efficiently as possible



### Law and Jurisdiction

**You** and **we** can choose the law which applies to this **policy**.

Unless **you** and **we** have agreed otherwise this contract shall be subject to English Law and the Courts of England shall have exclusive jurisdiction in all disputes connected with this **policy**.

If there is any dispute as to which law and jurisdiction apply it will be English law and the Courts of England.

### Data Protection

To comply with data protection regulations **we** are committed to processing **your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

**We** may collect personal details, including **your** name, address, date of birth and email address. This is for the purpose of managing **your** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain **your** personal information either directly from **you**, the third party dealing with **your** claim or from the authorised partner who sold **you** the **policy**.

### Use of Personal Information

To provide **our** services Iprism Underwriting Agency Limited will collect and use information about **you** or a beneficiary under the **policy** (e.g. **your** employees or other identified individuals). This may also include special categories of personal data (e.g. about health) and information relating to criminal convictions and offences. The purposes for which **we** use personal data may include: evaluating **your** insurance application and providing a quotation; providing insurance cover; handling claims; and crime prevention and debt recovery.

More information about **our** use of personal data is set out in the Iprism Underwriting Agency Limited Privacy Notice (Privacy Notice) available at [www.iprism.co.uk/privacy-policy](http://www.iprism.co.uk/privacy-policy). **We** recommend that **you** review this notice.

**We** may pass personal data to third parties such as, **insurers**, reinsurers, loss adjusters, sub-contractors, **our** affiliates, the police and other law enforcement agencies, fraud and crime prevention and detection agencies, databases and registers (for example the ELTO Insurance Database, and the Claims and Underwriting Exchange Register) and to certain regulatory bodies who may require personal data themselves for the purposes described in the Privacy Notice [www.iprism.co.uk/privacy-policy](http://www.iprism.co.uk/privacy-policy). If **you** require details of the third parties **your** data has been passed to and how this information is used please contact the Data Protection Officer at [dpo@iprism.co.uk](mailto:dpo@iprism.co.uk) or at the address detailed below.

### What are your rights?

**You** have the following rights in relation to the handling of **your** personal data:

- **You** have the right to access personal data held about **you**
- **You** have the right to have inaccuracies corrected for personal data held about **you**
- **You** have the right to have personal data held about **you** erased
- **You** have the right to object to direct marketing being conducted based upon personal data held about **you**
- **You** have the right to restrict the processing for personal data held about **you**, including automated decision-making although **your** exercise of this right will mean that **we** will be unable to process **your** application
- **You** have the right to data portability for personal data held about **you**

Any requests, questions or objections should be made in writing to the Data Protection Officer:

- ✉ **In writing to:** Data Protection Officer  
Iprism Underwriting Agency Ltd  
6th Floor, John Stow House  
18 Bevis Marks  
London, EC3A 7JB
- ✉ **By email:** [dpo@iprism.co.uk](mailto:dpo@iprism.co.uk)

### How to make a complaint about the way in which your personal data has been processed

if **you** are unhappy with the way in which **your** personal data has been processed **you** may in the first instance contact the Data Protection Officer using the contact details above.

If **you** remain dissatisfied then **you** have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:

- ✉ **In writing to:** Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF
- 🌐 **Website:** [www.ico.org.uk](http://www.ico.org.uk)

# High Value Home Assistance

Home assistance is provided by ARAG Legal Expenses Insurance Company Limited (ARAG) who are authorised and regulated by the Financial Conduct Authority.

## Helpline Services

**You** can contact our UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please tell **us your** policy number and tell them **you** have an Iprism High Value Home insurance policy. Please do not phone ARAG to report a general insurance claim.

To contact these services (except the identity theft and counselling services) phone ARAG on 0330 102 6190.



## Legal Advice Service

ARAG will give an insured person confidential legal advice over the phone on any personal legal problem, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

## Tax Advice Service

ARAG will give an insured person confidential advice over the phone on personal tax matters in the UK.

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

## Identity Theft

ARAG will provide an insured person if they are resident in the UK or the Channel Islands with detailed guidance and advice over the phone for any concerns about being or becoming a victim of identity theft.

For help, phone 0344 848 7071. The helpline is open 8am-8pm, 7 days a week.



## Health and Medical Information Service

ARAG will give an insured person information over the phone on general health issues and advice on a wide variety of medical matters.

ARAG can provide information on what health services are available in **your** area, including local NHS dentists.

Health and medical information is provided by a medically qualified person 9am – 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

## Counselling

ARAG will provide an insured person with a confidential counselling service over the phone if **you** are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services.

**You** will pay any costs for using the services to which ARAG refer **you**.

This helpline is open 24 hours a day, seven days a week.

To contact the counselling helpline, phone ARAG on 0344 893 9012.



## Online Law Guide and Document Drafting

Visit [www.araghouseholdlaw.co.uk](http://www.araghouseholdlaw.co.uk) to access the free online law guide and download legal documents to help **you**.

Developed by solicitors and tailored by **you** using ARAG' smart document builders, **you** can create simple consumer complaint letters to wills in minutes.

Register using the voucher code DASHRES100 to gain access to a range of free documents.

# About Iprism

This insurance is administered on behalf of **your insurer** by Iprism Underwriting Agency Limited.

**We** hope that **you** are extremely happy with **your** Iprism High Value Home insurance **policy** but **we** do recognise that on occasions things can go wrong.

## How to make a Complaint

**We** aim to provide the highest standard of service to every customer. If **our** service or that of one of our **insurer** partners does not meet **your** expectations, **we** want to hear about it so **we** can put things right.

If **your** complaint is about the way **your policy** was sold to **you** please contact **your** insurance broker who arranged **your policy** for **you**. Their address and telephone number are shown on **your policy schedule**.

## Contacting your Insurer

In respect of Sections 1, 2 or 3 of this **policy** if **you** have a complaint about **your insurer** or a claim please contact **your insurer** directly. Their contact details can also be found on **your policy schedule**.

If **you** are not happy with the service provided under Section 4 – Family Legal Protection or Section 5 Home Emergency please contact

☎ **Telephone** 0344 893 9013

✉ **By e-mail** customer-relations@arag.co.uk

✉ **In writing to** Customer Relations Department  
ARAG Legal Expenses Insurance Company Limited  
Unit 4a, Quay Side, Temple Back  
Bristol BS1 6NH

🌐 **Online** complete ARAG's online complaint form at [www.arag.co.uk/complaints](http://www.arag.co.uk/complaints)

Details of ARAG's internal complaint-handling procedures are available on request.

If **you** are not happy with the service provided under Section 6 – Home Cyber please contact:

☎ **By Telephone** +44 (0) 330 100 3433 (Calls to this number are charged at the same standard landline rate as calls to 01 or 02 numbers.)

✉ **By e-mail** complaints@hsbeil.com

✉ **In writing to** The Customer Relations Leader  
HSB Engineering Insurance Limited  
Chancery Place, 50 Brown Street  
Manchester M2 2JT

Once **your insurer** has received **your** complaint they will;

- Send an acknowledgment of **your** complaint within 5 working days of receiving it and notify **you** of the name of the person managing **your** complaint and
- Respond in full to **your** complaint within 8 weeks. If this is not possible for any reason they will write to **you** to explain why they have not been able to settle the matter quickly. They will also let **you** know when they will contact **you** again.

## If you are still dissatisfied

if **you** remain dissatisfied **you** may refer **your** complaint to the Financial Ombudsman Service (FOS);

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

☎ **Telephone** 0800 023 4567 (calls from UK landlines and mobiles are free)  
or 0300 123 9123

✉ **By e-mail** complaint.info@financial-ombudsman.org.uk

✉ **In writing to** Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

🌐 **Website** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This is a free arbitration service for eligible complainants.

**You** can refer to the Financial Ombudsman Service if **you** are dissatisfied with **your insurers** final decision or if they have not issued their final response within eight weeks from the time **you** first raised their complaint. They offer a free and independent service for resolving disputes about most financial matters and **you** have six months from the date of **your insurers** final response letter to contact the FOS.



Iprism are dedicated to resolving **your** complaint so if **you** have a complaint about Iprism or wish to discuss a complaint **you** have with **your** insurance broker or **insurer**, please contact the Iprism customer services team;

- ☎ **Telephone** 0207 553 0800 (option 6)
- ✉ **By e-mail** [complaints@iprism.co.uk](mailto:complaints@iprism.co.uk)
- ✉ **In writing to** The Complaints Manager  
Iprism Underwriting Agency Limited  
6th Floor, John Stow House  
18 Bevis Marks  
London, EC3A 7JB



### About Iprism Underwriting Agency

Iprism is a trading name of Iprism Underwriting Agency Limited. Iprism is authorised and regulated by the Financial Conduct Authority (FCA) and our permitted business is for the provision of regulated products and services, assisting in the administration and performance of a contract of insurance. FCA firm reference number: 460209. Registered office address: 6th Floor, John Stow House, 18 Bevis Marks, London, EC3A 7JB. Company number 05604278.

Iprism may receive commission for the sale of this **policy** and credit arrangements. Iprism may also be paid a share of any profits from the **insurer**. Further details are available upon request.

Regulatory information about **your insurers** is detailed in **your policy schedule**. In addition, Section 4 - Family Legal Protection, Section 5 - Home Emergency and Section 6 - Home Cyber include regulatory information in this wording.

### Financial Services Compensation Scheme (FSCS)

Iprism and **your insurers** are covered by the Financial Services Compensation Scheme (FSCS). This means that **you** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends upon the type of business and the circumstances of the claim. Further information about the scheme is available from the FSCS

- ☎ **Telephone** 0800 678 1100  
or 020 7741 4100
- ✉ **By e-mail** [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)
- ✉ **In writing to** Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY
- 🌐 **Website** [www.fscs.org.uk](http://www.fscs.org.uk)



If **you** telephone FSCS then please have any relevant correspondence to hand.

### Telephone call charges

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to all other numbers may be charged. Charges vary dependent on **your** network provider and are usually included in inclusive minute plans from landlines and mobiles.

### Telephone call recording

**CALLS MAY BE MONITORED AND RECORDED AND MAY BE USED FOR FRAUD PREVENTION AND DETECTION AND FOR QUALITY CONTROL AND TRAINING PURPOSES.**

# Meaning of Words and Definitions

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

## Art and Antiques

Individual items, collections and sets that have artistic or historical value, are rare or unique all belonging to **you** for which **you** are legally responsible including:

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

**Art and antiques** does not include:

- **valuables**
- **art and antiques** which are **business** property.

## Buildings

Any permanent structure within the grounds of **your home** used for domestic purposes including:

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

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

**Buildings** does not include:

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

## Business

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

## Business Equipment

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

## Contents

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

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

**Contents** does not include:

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

## Credit Cards

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

## Dependant Relative

**Your** parents or grandparents together with their spouse or domestic partner.

## Domestic Employees

An employee you hire to perform work or services in your home or for your family and who is:

- a** employed by you under a contract of service; or
- b** self-employed and working on a labour only basis under your control or supervision.

## Endorsement

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

## Excess

The first part of an agreed claim which **you** are responsible for paying. The amount of the **excess** is shown in the **schedule**.

## Ground Heave

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

### Home

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

### Incidental Business

An office based **business** conducted solely in **your home** by **you** which does not involve the employment of others for more than 1500 hours in any **period of insurance** and where **your** total gross annual revenue does not exceed £25,000. Office work is limited to administrative work only and excludes any manual work or the use of any machinery, other than business equipment.

### Injury

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

### Insured, You, Your

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

### Insurer, Our, Us, We

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

### Landslip

Downward movement of sloping ground.

### Money

Current cash, bank or currency notes, cheques, premium bonds, bank drafts, postal or money orders, current postage stamps, national savings stamps and certificates, travellers cheques, travel and other tickets with a fixed monetary value, phone cards, gift vouchers and share certificates.

### Outdoor Items

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

### Period of Insurance

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

### Personal Belongings

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

- clothing including clothing used for motor cycling
- furs, spectacles and hearing aids
- baggage and other items normally carried about the person
- photographic and mobile communication equipment
- portable electronic equipment
- sports equipment, musical instruments and pedal cycles.

### Policy

The Iprism High Value Home Insurance policy wording, **schedule**, **statement of facts** and any endorsements attached or issued with it.

### Schedule

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

### Settlement

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

### Statement of Facts

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

### Subsidence

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

### Tenant's Improvements

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

### Unfurnished

Insufficiently furnished for normal living purposes.

### United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

### Unoccupied

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

### Valuables

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

# The Policy

The **insurers** have used and relied on the information **you** have supplied to determine the terms on which they are prepared to provide the insurance and the premium they require. This information together with this **policy** wording, the **statement of facts**, the **policy schedule** and any endorsements form the contract of insurance and must be read together. Please read **your policy** and summary carefully to ensure they meet **your** needs.

Should any of the information **you** have provided and which is recorded on the **statement of facts** change during the **period of insurance**, **you** must tell **us**. **We** may then amend the premium charged and the terms of this **policy**. If **you** do not tell **us** **your policy** may be cancelled, or treated as if it never existed, or **your** claim rejected or not fully paid.

The **insurers** have agreed to insure **you** under the terms, conditions and exclusions in, or endorsed on, this **policy** during the **period of insurance** for which **your** premium has been accepted. The name of **your insurer** can be found on the **schedule**.

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

Signed for and on behalf of **insurers**.



Ian Lloyd

Chief Executive Officer

For and on behalf of Iprism Underwriting Agency Limited

## Several Liability

The liability of an **insurer** under this contract is several and not joint with other **insurers** party to this contract. An **insurer** is liable only for the proportion of liability it has underwritten. An **insurer** is not jointly liable for the proportion of liability underwritten by any other **insurer**. Nor is an **insurer** otherwise responsible for any liability of any other **insurer** that may underwrite this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an **insurer**. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion.

Nor is any member otherwise responsible for any liability of any other **insurer** that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

# Section 1 – Buildings

This section covers any **home** where a sum insured under the heading of **buildings** is shown in the **schedule**. The general conditions and general exclusions apply to this section.

## What is Covered

### Part A – Loss or Damage to the Buildings or Tenants Improvements

Following physical loss or damage to the **buildings** happening during the **period of insurance** we will at **our** option pay the cost incurred of repairs, replacement or reinstatement.

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

**We** will not pay for any reduction in market value following repairs or replacement or reinstatement

### Part B – Additional covers

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

**We** will not pay more than £100,000 in total any one incident for escape of oil from a domestic oil installation at **your home**

### Alternative Accommodation

**We** will pay the cost of reasonable alternative accommodation for **you**, **your** domestic pets and horses incurred whilst **your home** cannot be lived in as a result of

- physical loss or damage **we** have agreed to pay for under this section
- a civil authority prohibiting **you** from living in **your home** as a direct result of physical loss or damage at a neighbouring property that would be an insured loss under **your policy**.

**We** will not pay for costs incurred beyond a period of 5 years from the date the damage or prohibition first occurred.

### Carpets, Curtains and Appliances

If **your home** is rented out **unfurnished**, **we** will also insure **your** carpets, curtains and domestic appliances under this section against physical loss or damage occurring during the **period of insurance**, provided they are not insured elsewhere.

**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 deduct any amount for wear and tear unless the item is more than five years old. The most **we** will pay in total for any one incident of loss is £5,000.

### Emergency Access to the Home

**We** will pay up to £2,500 to repair damage to **your home** which occurs as a result of forcible entry to the **home** to attend a medical emergency.

### Essential Alterations

**We** will pay up to £25,000 towards the cost of reasonable and necessary alterations to facilitate access to **your home** and allow **you** to live unassisted if **you** become permanently physically disabled as a result of an accident during the **period of insurance** provided **you** allow a medical adviser chosen by **us** to examine **you** and **you** provide all medical records.

### Fees and Additional Expenses

Following physical loss or damage to the **buildings** happening during the **period of insurance** we will pay costs **you** have necessarily incurred with **our** written consent necessarily incurred for:

- architects, surveyors, consulting engineers and legal and other fees (but **we** will not pay any costs relating to consultations on coverage, negotiation of claims or claims advocacy)
- removal of debris including removal of fallen trees and branches
- complying with statutory regulations or local authority requirements unless those regulations are enacted after the date of loss.

The most **we** will pay under Fees and Additional Expenses is up to 25% of the **buildings** sum insured at the location where the loss occurs.

### Finding a Leak

If, during the **period of insurance**, **you** become aware of a leak:

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

**We** will pay up to £50,000 for costs incurred to find the source, including the necessary cost of removing any part of **your home** and putting it back as it was afterwards

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

### Gardens and Trespass Protection

**We** will pay up to 10% of the **buildings** sum insured at the location where the loss occurs for necessary costs incurred with **our** written consent for restoration and re-landscaping of **your** garden including removal of litter and repair of gates and fences if it is damaged by:

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

**We** will not pay more than £2,500 for any one tree, shrub or plant.

### Land

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

### Large Loss Waiver

The **excess** shown on the **schedule** will not apply to any claim where the agreed amount exceeds £10,000 other than in respect of claims for subsidence landslip and heave where the **excess** shown on the **schedule** will apply irrespective of the claim amount.

### Lock and Key Replacement

**We** will pay the cost of replacing locks and keys to **your home**, including intruder alarm and safe keys, if they are lost stolen or damaged. **We** will only pay for replacing locks and keys under either Section 1 – Buildings or Section 2 – Contents of this **policy** but not both. The **excess** shown in the **schedule** does not apply in respect of any claim for lock and key replacement.

### Mortgagee's and Interested Parties

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

### New Acquisitions

**We** will pay up to 10% of the **buildings** sum insured at the location where the loss occurs for physical loss or damage to newly acquired fixtures and fittings, fitted furniture and appliances that are to be installed in **your home** provided they are not left in the open and **you** advise **us** within 60 days of the date of delivery and pay the full additional premium from the date of delivery. **We** reserve the right not to insure the newly acquired fixtures and fittings after the 60th day.

### Pairs, Sets and Suites

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

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

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

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

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

### Preventative Measures

**We** will pay up to £2,500 which **you** incur with **our** written prior consent in taking necessary measures to avoid or mitigate imminent physical loss or damage covered by this section of the **policy**.

### Rebuilding Cost Guarantee

If **you** have had a full rebuilding cost valuation carried out on **your home** within the last three years of the date of any claim by an independent member of the Royal Institution of Chartered Surveyors and the sum insured in **your schedule** reflects this valuation, **we** will pay the cost of rebuilding or repairing any damage, even if it is more than the sum insured. However, in no event shall we pay more than 125% of the sum insured for such rebuilding or repair costs. Upon **our** request, **you** must provide **us** with a copy of the valuation.

This guarantee does not apply:

- if the rebuilding cost valuation was not carried out by a qualified member of the Royal Institution of Chartered Surveyors
- if the **buildings** or any part of the **buildings** are Grade I, II\* or Grade A listed
- if any works are carried out on **your home** where the cost of the work exceeds £75,000 and **you** have not informed **us** of the works in writing
- if any additions, alterations or improvements have been made to the **buildings** since the valuation was carried out unless **you** have amended the sum insured to reflect the work
- if **you** do not repair, replace or rebuild **your home** at the same location
- if **you** cannot repair, replace or rebuild **your home** because **your** primary mortgagee or its assignees have recalled **your** mortgage.

### Rent owed to you

**we** will pay for rent **you** would have received as landlord and cannot recover if **your home** cannot be lived in as a result of direct physical loss or damage **we** have agreed to pay for under this section. **We** will not pay rent for more than three years.

### Selling your home

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

### Temporary Removal of Fixtures

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

### Unfixed Building Materials

**We** will pay for newly acquired unfixed building materials and supplies owned by **you** and kept within the grounds of **your home** for use in the construction, maintenance or alteration of **your home** provided **you** have **our** prior written consent to include such materials.

If **we** have not been notified in writing and provided with details of the materials and supplies prior to the loss, the most **we** will pay for any one claim, is 5% of the **buildings** sum insured up to a maximum of £50,000 whichever is the lesser, in respect of any one claim.

### What is not Covered

**We** do not cover:

Any loss or damage caused by

- wear, tear, depreciation or gradual deterioration
- the process of cleaning, washing, repairing or restoring any article
- atmospheric, climatic or weather conditions or the action of light
- rot, fungus, mould, damp or rust
- vermin, insects or infestation
- normal settlement, or shrinkage or by **subsidence** of newly made up ground, demolition, alteration, repair, or any similar work on the **buildings**
- malicious acts or vandalism caused by **you**, lodgers, paying guests, tenants or anyone **you** have authorised to be in **your home**
- accidental damage caused by lodgers, paying guests, tenants or anyone **you** have authorised to be in **your home**
- storm or flood to gates, hedges, fences and open sided buildings unless caused by impact from falling trees or telegraph poles
- coastal or river erosion

Any loss or damage caused by **subsidence, ground heave or landslip**

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

Any loss or damage whilst **your home** is **unfurnished** or **unoccupied** caused by

- the escape of water from fixed central heating and water systems, domestic tanks, apparatus and damage caused by freezing or bursting of pipes unless the central heating system is switched on and maintained in continuous operation at a minimum temperature of 15 degrees Centigrade (59 degrees Fahrenheit) during the period of November to March inclusive annually or alternatively the water supply is turned off at the mains and the system drained
- theft, attempted theft, malicious damage or vandalism

The cost of maintenance or routine redecoration

The amount of any **excess** shown in **your schedule** other than

- for claims in **excess** of £10,000 where the large loss waiver applies
- for claims for lock and key replacement.

Any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This Exclusion does not apply for escape of oil from a domestic oil installation at **your home** (where **we** will not pay more than £100,000 in total any one incident).

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

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

# Section 2 – Contents, Art and Antiques and Valuables

This section covers any **home** where a sum insured under the heading of **contents** is shown in the **schedule**. The general conditions and general exclusions apply to this section.

## What is Covered

### Part A – Contents

In the event of physical loss or damage to the **contents** at an insured address shown in the **schedule** and whilst temporarily removed anywhere in the world **we** will at **our** option settle **your** claim by

- replacing the lost or damaged items
- paying the cost of repair for those items that can be economically repaired
- paying the cost of replacement

Whichever is the least

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

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

**We** will not pay more than:

- £5,000 any one rowing boat, dinghy, hand propelled boats, surfboards, sailboards, jet skis or related accessories of each
- £5,000 for any one trailer or non motorised horsebox
- £10,000 for any one motorcycle with an engine capacity of less than 51cc or quad bikes, golf carts or vehicles designed to assist disabled persons
- £20,000 for all business equipment in total

### Part B – Art and Antiques

In the event of physical loss or damage to **art and antiques** happening during the **period of insurance** at an insured address shown in the **schedule** and whilst temporarily removed anywhere in the world **we** will at **our** option pay for:

#### Unspecified Items of Art and Antiques

- the market value at the time of the loss if the item, pair or set is lost or cannot be economically repaired or
- the cost of repairs and any loss in market value if the item, pair or set is partially damaged

Whichever is the least

**We** will not pay more than the single article limit shown on the **schedule**.

#### Specified Items of Art and Antiques

- the market value at the time of the loss or the sum insured shown on the specification whichever is the lesser if the item, pair or set is lost or cannot be economically repaired or
- the cost of repairs and any loss in market value if the item, pair or set can be economically repaired.

Whichever is the least

**We** will not pay more than:

- 200% of the sum insured for the item, pair or set concerned
- the sum insured for **art and antiques** as shown in the **schedule**.

### Part C – Valuables

In the event of physical loss or damage to **valuables** at an insured address shown in the **schedule** and whilst temporarily removed anywhere in the world **we** will at **our** option pay for:

#### Unspecified Items of Valuables

- the cost of replacement if the item, pair or set is lost or cannot be economically repaired or
- the cost of repairs and any loss in market value if the item, pair or set can be economically repaired.

**We** will not pay more than the single article limit shown on the **schedule**

### Specified Items of Valuables

- the market value at the time of the loss or the sum insured shown on the specification whichever is the lesser if the item, pair or set is lost or cannot be economically repaired or
- the cost of repairs and any loss in market value if the item, pair or set can be economically repaired

We will not pay more than:

- 125% of the sum insured for the item, pair or set concerned
- the sum insured for **valuables** as shown in the **schedule**.

### Part D – Additional Covers

#### Alternative Accommodation

We will pay the cost of alternative accommodation for **you**, **your** domestic pets and horses incurred whilst **your home** cannot be lived in as a direct result of:

- physical loss or damage covered under this section of the **policy**
- a civil authority prohibiting **you** from living in **your home** as a direct result of physical loss or damage at a neighbouring property that would be a covered loss under **your policy**.

We will:

- not pay for costs incurred beyond a period of 5 years from the date the damage or prohibition first occurred.
- only pay for alternative accommodation under either Section 1 – Buildings or Section 2 – Contents of this **policy** but not both.

#### Data Replacement

We will pay up to £5,000 towards the costs incurred in retrieving or copying from back-ups **your** personal or **incidental business** data stored in a computer in **your home** lost as a result of direct physical loss or damage covered under this section of the **policy**. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the data. This **policy** also does not cover any amount pertaining to the value of such data, to the **you** or any other party, even if such data cannot be recreated, gathered or assembled.

#### Death of the Artist

We will automatically increase the insured value of any item listed in the specification for fine art and antiques by up to 100% if the artist dies during the **period of insurance**. We will only do this for the six months immediately following the death of that artist, and provided **you** can produce an independent professional valuation or a purchase receipt which is not more than three years old at the time of any loss or damage. **You** must be able to prove the increased value if **you** make a claim for that item.

We will not pay more than £100,000 in total during the **period of insurance**.

#### Defective Title

We will pay up to 10% of the sum insured by this section for **your** main residence subject to a maximum amount of £25,000 if it is proved that **you** do not have good title to an item of **art and antiques** and **you** are legally obliged to return it to its rightful owner provided that:

- the item was purchased by **you** during the **period of insurance**
- the rightful owner's claim for the item's return occurs during the **period of insurance**
- **you** can show **us** that **you** made the necessary enquiries about the provenance of the item prior to **your** purchase.

#### Domestic Heating Fuel and Metered Water

As a result of direct physical damage we will pay up to £50,000 for the loss of metered water or oil from **your** fixed domestic water or heating installation during the **period of insurance**.

#### Essential Alterations

We will pay up to £50,000 towards the cost of reasonable and necessary alterations to facilitate access to **your home** and allow **you** to live unassisted if **you** become permanently physically disabled as a direct result of an accident during the **period of insurance**. We will only pay these costs provided **you** allow a medical adviser chosen by **us** to examine **you** and **you** provide all medical records.

We will only pay for alterations under either Section 1 – Buildings or Section 2 – Contents of this **policy** but not both.

### Fatal Injury

We will pay £25,000 (unless limited by law to a lower amount) if within 12 months **you** die as a direct result of fire, lightning, explosion or violence by burglars in **your home** during the **period of insurance**.

### Freezer Contents

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

### Gifts

We will pay up to 25% of the sum insured by this section for **your** main residence to cover gifts purchased for a wedding, anniversary, birthday or religious festival which **you** celebrate that are physically lost or damaged during the **period of insurance** and within 30 days before or 30 days after the celebration.

### Hire of Replacement Golf Clubs Overseas

We will pay up to £50 per day up to a maximum of £1,000 for the hire of replacement golf clubs following physical loss or damage happening during the **period of insurance** to **your** golf clubs or any that **you** may have hired or borrowed whilst playing golf outside the **United Kingdom**.

### Hole in One

We will pay £500 in the event of a hole in one being achieved by **you** in an official golf competition happening during the **period of insurance** provided in the event of a claim **you** submit to **us** the scorecards and certificate from the club or match secretary. The **excess** shown in the **schedule** does not apply in respect of any claim for hole in one.

### Large Loss Waiver

The **excess** shown on the **schedule** will not apply to any claim where the agreed amount exceeds £10,000.

### Lock and Key Replacement

We will pay the cost of replacing locks and keys to **your home**, including intruder alarm and safe keys, if they are lost stolen or damaged during the **period of insurance**. We will only pay for replacing locks and keys under either Section 1 – Buildings or Section 2 – Contents of this policy but not both. The **excess** shown in the **schedule** does not apply in respect of any claim for lock and key replacement.

### Marquees

We will pay up to £15,000 for any physical loss or damage happening during the **period of insurance** to any marquee, associated lighting, heating and furnishings that **you** hire temporarily and are legally responsible for whilst at a **home** insured by this section of the **policy** and shown in the **schedule** provided the marquee and associated property is not insured elsewhere.

### Memorial Stones

We will pay up to £2,500 for physical loss or damage happening during the **period of insurance** to a memorial stone or plaque in memorial of **your** parent, spouse, partner or child and situated in the **United Kingdom**.

### Money

We will pay up to

- £5,000 for physical loss or damage of **money**
- £10,000 for physical loss or damage to **money** in a locked safe at **your home**.

happening during the **period of insurance**

### New Possessions

The **contents** sum insured at each **home** insured by this section and shown in the **schedule** is increased by 25% to cover newly acquired **contents** provided **you** advise **us** within 60 days of the date of purchase and **you** pay any additional premium due. **We** reserve the right not to insure the newly acquired **contents** after the 60th day.

### Pairs, Sets and Suites

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

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

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

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

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

### Personal Documents

**We** will pay up to £5,000 towards the costs incurred in replacing lost or damaged deeds, bonds, securities and manuscripts as a direct result of physical loss or damage covered under this **policy**.

### Personal Property of Guests and Domestic Employees

**We** will pay up to £10,000 in respect of any one guest or **domestic employee** for any physical loss or damage to their possessions happening during the **period of insurance** whilst in any **home** insured by this section of the **policy** provided the possessions are not insured elsewhere.

### Preventative Measures

**We** will pay up to £2,500 which **you** incur with **our** prior written consent in taking reasonable measures to avoid or mitigate imminent loss or damage covered by this section of the **policy**.

**We** will only pay for these preventative measures under either Section 1 – Buildings or Section 2 – Contents of this **policy** but not both.

### Removal of Debris

Following physical loss or damage to the **contents, art and antiques** and **valuables** covered by this section of the **policy** **we** will pay necessarily incurred costs incurred for the removal of debris.

### Rent Owed to You

**We** will pay for rent **you** would have received as landlord and cannot recover if **your home** cannot be lived in as a result of direct physical loss or damage covered by this section of the **policy**. **We** will not pay rent for more than three years from the date the damage first occurred.

### Reward

**We** will pay up to £5,000 to any individual or organisation other than the Police, **you**, **your** guest or an insured relative, for information which leads to the arrest and conviction of any person(s) who commits an illegal act which results in a valid claim under this section.

### Tenants Extension (This cover only applies if you are a tenant or a leaseholder)

#### Rent **you** owe

**We** will pay for rent for a period of up to three years which **you** have to pay as a tenant whilst **your home** cannot be lived in as a direct result of physical loss or damage covered by this section of the **policy**.

#### Finding a leak

**We** will pay up to £50,000 for costs incurred, including the necessary cost of removing any part of **your home**, to find the source of a leak:

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

#### **We** will:

- not pay for the cost of any physical loss or damage to **your** household heating or water system itself.
- only pay for the cost of finding a leak under either Section 1 – Buildings or Section 2 – Contents of this **policy** but not both.

### Gardens and Trespass Protection

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

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

#### **We** will:

- not pay more than £2,500 for any one tree, shrub or plant.
- only pay for the restoration and re-landscaping of **your** garden under either Section 1 – Buildings or Section 2 – Contents of this **policy** but not both.

### Trauma Cover

Following a violent crime committed against **you** during the **period of insurance** by a third party at **your home** **we** will pay:

- up to £500 for professional counselling fees
- up to £1,000 for temporary accommodation for up to seven days after the event to carry out agreed improvements to the security at **your home**
- up to £15,000 for necessary conveyancing removal and estate agency fees if, within 90 days of the event, **you** feel compelled to move **home** and had not already planned to do so
- up to £15,000 towards the cost of upgrading **your** security systems.

### What is not Covered

**We** do not cover:

Any loss or damage caused by

- wear, tear, depreciation or gradual deterioration
- the process of cleaning, washing, repairing or restoring any article
- atmospheric, climatic or weather conditions or the action of light
- rot, fungus, mould, damp or rust
- vermin, insects or infestation
- normal settlement, warping or shrinkage
- malicious acts or vandalism caused by **you**, lodgers, paying guests, tenants or anyone authorised to be in **your home**
- accidental damage caused by lodgers, paying guests, tenants or anyone authorised to be in **your home**
- coastal or river erosion

Any loss or damage due to:

- contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
- This Exclusion does not apply for escape of oil from a domestic oil installation at **your home** (where **we** will not pay more than £100,000 in total any one incident).

Any loss or damage caused by:

- a mechanical or electrical fault, breakdown or failure.
- defective maintenance or materials design, workmanship, maintenance or materials.

However, **we** do cover any resultant damage unless another exclusion applies.

Any loss or damage to

- jet skis, quad bikes, motorbikes or golf buggies whilst they are being used or being serviced or repaired
- rowing boats, dinghies or sailboards whilst they are being raced or being serviced or repaired
- sports or hobby equipment whilst such equipment is in use or being serviced or repaired
- animals, birds or fish
- an item being transported unless it is adequately packed and secured, given the nature of the item and how it is transported
- **valuables** and **money** belonging to visitors and **domestic employees** or anyone authorised to be in **your home**

Any loss or damage whilst **your home** is **unfurnished** or **unoccupied** caused by

- the escape of water from fixed tanks, apparatus or pipes and damage caused to such items by freezing or bursting unless the central heating system is switched on and maintained in continuous operation at a minimum temperature of 15 degrees Centigrade (59 degrees Fahrenheit) during the period November to March inclusive or alternatively the water supply is turned off at the mains and the system drained
- theft, attempted theft, malicious damage or vandalism
- any additional metered water charges or the cost of oil lost from the fixed domestic water or heating installation

The cost of maintenance or routine redecoration

Loss incurred by **you** by not receiving goods or services **you** have ordered and paid for through any internet website or other distance selling platform

Any loss or damage caused by theft from an unattended motor vehicle, unless the windows are closed and all the doors and luggage compartment are locked. The most we will pay for one claim for such loss or damage is £5,000 unless the items were hidden from view in a locked luggage compartment.

The amount of any **excess** shown in **your schedule** other than for claims

- in **excess** of £10,000 where the large loss waiver applies
- for freezer contents
- for hole in one
- for lock and key replacement.

# Section 3 – Liability

The general conditions and general exclusions apply to this section.

## What is Covered

### Part A – Property Owners' Liability

Property owners' liability is only covered if the **buildings** for the relevant **home** are covered under Section 1 – Buildings of this **policy**.

**We** will pay up to £5,000,000 to cover **you** against all amounts that **you** become legally liable to pay in respect of any one incident for accidental:

- **injury** to any person other than **you** or any persons employed by **you**
- loss of or damage to property

occurring during the **period of insurance** and incurred:

- as a result of **your** ownership of the **buildings** or land belonging to the **home**
- under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** which **you** previously owned or occupied.

**We** will also pay your legal defence costs and expenses incurred with **our** written consent.

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

### Additional Cover to Part A

#### Acquired Land

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

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

**We** will not pay more than £2,000,000 for any damages, costs and expenses **you** become liable to pay arising from the acquisition of land

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

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

**We** will pay

- up to £10,000,000 to cover **you** against all amounts **you** become legally liable in respect of any one incident for accidental **injury** to domestic employees and/or
- up to £5,000,000 to cover **you** against all amounts **you** become legally liable to pay in respect of any one incident for accidental bodily injury or illness or accidental loss of or damage to property
  - a as occupier (not as owner) of the **home**;
  - b as occupier (not as owner) of an allotment;
  - c in a personal capacity;
  - d arising from the hiring out or the opening of **your home** provided that this is for the benefit of an organised charity, religious or community group;

occurring during the **period of insurance** and incurred by **you** in the **United Kingdom** or during temporary visits elsewhere in the world.

**We** will also pay all your legal defence costs and expenses in addition, incurred with **our** written consent.

**We** will not pay more than £2,000,000 for any damages, costs and expenses you become liable to pay arising from the use of motorised models and toys, go karts, motorcycles with any engine capacity less than 51cc quad bikes or jet skis.

### Tenant's Liability

**We** will pay up to £2,000,000 to cover **you** against all amounts which **you** become legally liable to pay as tenant for:

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

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

**We** will not pay for

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

### Unrecovered Damages

**We** will pay up to £5,000,000 for sums which **you** have been awarded by a court in the **United Kingdom** and which have not been paid within 3 months of the date of the award for accidental:

- **injury**
  - physical loss or damage to property
- provided that

- **you** would have had a valid claim under the occupiers', personal and employers' liability cover provided by this section of the **policy** had the award been made against **you**

no payment will be made if there is an appeal pending.

### Credit Cards, Forgery and Counterfeiting

**We** will pay up to £30,000 for amounts **you** legally have to pay resulting from

- theft or loss of a credit card issued in **your** name and which has been used without **your** permission provided **you** have followed all the terms under which the **credit cards** were issued
- loss caused by forgery or alteration of any cheque or negotiable document
- loss caused by accepting any counterfeit paper currency in good faith

**We** will defend a claim or action against **you** due to forgery, counterfeiting or for theft or loss of a **credit card**.

### What is not Covered

We do not cover:

Liability for:

- **injury to you**
- loss or damage to property belonging to **you** or in **your** custody or control.

Liability arising from the ownership, possession or use of:

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

Liability arising from:

- any incident occurring outside the **period of insurance**
- **injury** to any **domestic employee** where insurance or security is required under any road traffic legislation within the European Union
- any willful or malicious act
- the transmission of any communicable disease by **you**
- the transmission of a computer virus by **you**
- any dangerous dog as defined in the Dangerous Dogs Act 1991 or any subsequent legislation
- which **you** have assumed under contract or any agreement entered into by **you** unless that liability would have attached even if the agreement did not exist or is implied at law
- any **business** other than **incidental business**.
- in respect of professional advice, design, specification or other advice or treatment provided for a fee
- the use of stairlifts, passenger or goods lifts unless such equipment is subject to annual maintenance under contract

# Section 4 – Family Legal Protection

ARAG Legal Expenses Insurance Company Limited (ARAG) is the underwriter and provides the legal protection insurance under **your policy**.

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

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0330 102 6190**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.



If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone **us** on **0330 102 6190** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.



Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

## Meaning of Words

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

## Appointed Representative

The **preferred law firm**, law firm, accountant or other suitably qualified person **we** will appoint to act on **your** behalf.

## ARAG Head and Registered Office:

ARAG Legal Expenses Insurance Company Limited, Unit 4a, Quay Side, Temple Back, Bristol BS1 6NH

Registered in England and Wales Company Number 103274 Website: [www.araginsurance.co.uk](http://www.araginsurance.co.uk)

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority

## ARAG Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

## Costs and Expenses

- a All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **ARAG Standard Terms of Appointment**.
- b The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

## Date of Occurrence

- a For civil cases, (other than as specified under **c** below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it).
- b For criminal cases, the date **you** began, or are alleged to have begun, to break the law.
- c For insured incident **Tax protection**, the date when HM Revenue and Customs first notifies **you** in writing of its intention to make an enquiry.

## Domestic Employee

Any person working for **you** in connection with domestic duties who is:

- 1 employed by **you** under a contract of service; or
- 2 self-employed and working on a labour-only basis under **your** control or supervision.

### Identity Theft

The theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of **your** identity.

### Period of Insurance

The period for which **we** have agreed to cover **you**.

### Preferred Law Firm

A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **ARAG Standard Terms of Appointment**.

### Reasonable Prospects

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law** firm on our behalf, will assess whether there are **reasonable prospects**.

### Secondary Home

Private dwellings and/or private land in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands, which is owned by **you**.

### Territorial Limit

For insured incidents **Contract Disputes** (other than buying or selling **your** home or **secondary home**) and **Bodily injury**

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### We, Us, Our

ARAG Legal Expenses Insurance Company Limited.

### You, Your

The person who has taken out this policy (the policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this policy must have the policyholder's agreement to claim.

### Our Agreement

We agree to provide the insurance described in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

- 1 **reasonable prospects** exist for the duration of the claim
- 2 the **date of occurrence** of the insured incident is during the **period of insurance**
- 3 any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **territorial limit**, and
- 4 the insured incident happens within the **territorial limit**.

### What we will Pay

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:

- a the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000 other than for claims under insured incident Planning application refusal appeals, where the most **we** will pay is £5,000 for an appeal.
- b the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time
- c in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- d for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist, and
- e where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

### What we will not Pay

- A In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by **us**.
- b The first £250 of any claim for legal nuisance or trespass. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

## Insured Incidents

### What is Covered:

#### Employment Disputes

- 1 A dispute relating to **your** contract of employment;
- 2 A dispute relating to or arising from the contract of employment between **you** and **domestic employees**, ex **domestic employees** or prospective **domestic employees**;
- 3 A dispute against **domestic employees** or ex **domestic employees** to recover possession of premises **you** own or are responsible for.

#### Contract Disputes

A dispute arising from an agreement, or an alleged agreement, which **you** have entered into in a personal capacity for:

- buying or hiring in goods or services; or
- selling goods.
- buying or selling **your** principal **home** or **secondary home**.

Provided that **you** have entered into the agreement, or alleged agreement, during the **period of insurance** and the amount in dispute is more than £100.

#### Personal Injury

A specific or sudden accident that causes **your** death or bodily injury to **you**

#### Property Protection

A civil dispute relating to **your** principal **home**, or personal possessions, **you** own, or are responsible for, following:

- an event which causes physical damage to such property but the amount in dispute must be more than £100.

Please note **we** will not defend **your** legal rights but **we** will cover defending a counter-claim.

- a legal nuisance (meaning any unlawful interference with the use or enjoyment of land, or some right over, or in connection with it)
- a trespass.

Please note **you** must have, or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.

#### Tax Protection

A comprehensive examination by HM Revenue and Customs that considers all areas of **your** self assessment tax return, but not enquiries limited to one or more specific areas.

#### Jury Service and Court Attendance

**Your** absence from work:

- a to attend any court or tribunal at the request of the **appointed representative**
- b to perform jury service
- c to carry out activities specified in **your identity theft** action plan under insured incident **Identity theft protection**.

The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount the court gives **you**.

#### Legal Defence

**Costs and expenses** to defend **your** legal rights if an event arising from **your** work as an employee leads to:

- **you** being prosecuted in a court of criminal jurisdiction
- civil action being taken against **you** under:
- discrimination legislation
- data protection legislation.

### Clinical Negligence

An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to **you**.

### Identity Theft Protection

Following a call to the **identity theft** helpline service **we** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **your** identity.

If **you** become a victim of **identity theft**, **we** will pay the costs **you** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. **We** will also pay the cost of replacement documents to help restore **your** identity and credit status.

Following **your identity theft** **we** will pay:

- **costs and expenses** to reinstate **your** identity including costs for the signing of statutory declarations or similar documents
- **costs and expenses** to defend **your** legal rights in a dispute with debt collectors or any party taking legal action against **you** arising from or relating to **identity theft**
- loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

Please note that:

- i **you** must notify **your** bank or building society as soon as possible
- ii **you** must tell **us** if **you** have previously suffered **identity theft**, and
- iii **you** must take all reasonable action to prevent continued unauthorised use of **your** identity.

### Planning Application Refusal Appeals

**We** will negotiate on **your** behalf following the refusal of the Local Planning Authority to grant planning permission following **your** request for planning approval provided that:

- a the maximum **we** will pay for planning application appeals is £5,000;
- b **you** must ensure that **you** take all reasonable steps to ensure planning permission is granted, such as consulting with the Local Authority prior to submitting **your** application;
- c **you** must exhaust every alternative option to secure planning approval prior to launching a planning application appeal.

### Education Admissions Appeals

**Costs and expenses** to negotiate for **your** legal rights:

- a in an appeal against a refusal to admit **your** child to their chosen educational establishment;
- b in a dispute arising from the temporary exclusion or permanent expulsion of **your** child from their educational establishment.

### What is not Covered

**We** will not pay for:

- a claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.
- an incident or matter arising before the start of cover under this section of the **policy**
- **costs and expenses** incurred before **our** written acceptance of a claim
- fines, penalties, compensation or damages that a court or other authority orders **you** to pay
- any legal action that **you** take which **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**
- any claim relating to written or verbal remarks which damage **your** reputation
- a dispute with **us** not otherwise dealt with under section condition Arbitration
- **costs and expenses** arising from or relating to Judicial review, coroner's inquest or fatal accident inquiry
- a claim caused by, contributed to by or arising from:
  - a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - c war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
  - d pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- any claim where **you** are not represented by a law firm, barrister or tax expert.

### Employment Disputes

Any claim relating to:

- employers' disciplinary hearings or internal grievance procedures
- solely personal injury (please see insured incident **personal injury**)
- a settlement agreement while **you** are still employed.

### Contract Disputes

Any claim relating to:

- construction work on any land, or designing, converting or extending any building where the contract value exceeds £75,000 (including VAT)
- the settlement payable under an insurance policy (**we** will cover a dispute if **your** Insurer refuses **your** claim, but not for a dispute over the amount of the claim)
- a dispute arising from any loan, mortgage, pension, investment or borrowing
- a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings (other than disputes arising from **you** buying or selling **your** principal home or **secondary home**). However, **we** will cover a dispute with a professional adviser in connection with these matters.

### Personal Injury

Any claim relating to:

- illness or bodily injury which happens gradually
- defending **your** legal rights, but **we** will cover defending a counter-claim
- psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **you**
- clinical negligence (please refer to insured incident **Clinical negligence**).

### Property Protection

Any claim relating to:

- a contract entered into by **you**
- any building or land other than **your** principal **home**
- someone legally taking **your** property from **you** whether **you** are offered money or not, or restrictions or controls placed on **your** property by any government or public or local authority
- work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
- a motor vehicle owned or used by, or hired or leased to **you**
- mining **subsidence**.
- defending a claim relating to an event that causes physical damage to material property, but defending a counter-claim is covered.

The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

### Tax Protection

Any claim relating to:

- any claim if **you** are self-employed, or a sole trader or in a business partnership
- an investigation or enquiries by HM Revenue and Customs Specialist Investigations or the HM Revenue and Customs Prosecution Office.

### Jury Service

Any claim if **you** are unable to prove **your** loss.

### Legal Defence

- ★ parking or obstruction offences
- the driving of a motor vehicle by **you** where **you** do not have valid motor insurance
- any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.

### Clinical Negligence

Any claim relating to:

- the alleged failure to correctly diagnose **your** condition
- psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.

### Identity Theft Protection

Any claim relating to:

- fraud committed by anyone entitled to make a claim under this section of the **policy**
- losses arising from **your** business activities.

### Planning Application Refusal Appeals

Any claims arising from or relating to planning applications **you** make which are not for land already owned by **you** at the address shown in **your policy schedule**.

#### Legal Expenses Cover is provided subject to the following:

- On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **you** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **ARAG Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

#### Your Responsibilities

- **You** must co-operate fully with **us** and the **appointed representative**.
- **You** must give the **appointed representative** any instructions that **we** ask **you** to.

#### Offers to settle a Claim

- **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.
- If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

#### Assessing and Recovering Costs

- **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- **You** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

#### Cancelling an Appointed Representative's Appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

#### Withdrawing Cover

If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses** **we** have paid.

#### Expert Opinion

**We** may require **you** to get, at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

### Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

### Keeping to the Policy Terms

**You** must:

- keep to the terms and conditions of this **policy**
- take reasonable steps to avoid and prevent claims
- take reasonable steps to avoid incurring unnecessary costs
- send everything **we** ask for, in writing, and
- report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

### Fraudulent Claims

**We** will, at **our** discretion, void this section of the **policy** (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

- a a claim **you** have made to obtain benefit under this section of the **policy** is fraudulent or intentionally exaggerated; or
- b a false declaration or statement is made in support of a claim.

### Claims under this Policy by a Third Party

Apart from **us**, **you** are the only person who may enforce all or any part of this section of the **policy** and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the **policy** in relation to any third-party rights or interest.

### Other Insurances

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

### Law that Applies

This section of the **policy** is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section of the **policy** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

# Section 5 – Home Emergency

The Home emergency is underwritten by ARAG Legal Expenses Insurance Company Limited. ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation.

ARAG Head and Registered Office: ARAG Legal Expenses Insurance Company Limited, Unit 4a, Quay Side, Temple Back, Bristol BS1 6NH Registered in England and Wales Company Number 103274. Website: [www.arag.co.uk](http://www.arag.co.uk). The general conditions and general exclusions apply to this section, where applicable. If there is a conflict between a definition in this section and a definition elsewhere in this **policy**, the definition in this section will apply.

## Meaning of Words

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

## Emergency Assistance Limit

£1,000 (including VAT) for the call-out charge, labour costs, parts and materials for each insured event. This does not include any amount payable in respect of **hotel accommodation**.

## Home

**Your** main private residence. This includes attached or integral garages but does not include walls, gates, hedges, fences, outbuildings, sheds, detached garages or anything outside the legal boundary of the property. **Your home** must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

## Hotel Accommodation

The room-only cost of one night's accommodation for **insured person(s)** if **your home** remains uninhabitable following an insured event. The most **we** will pay for **hotel accommodation** is £300 (including VAT).

## Insured Person/People

**You** and any person who lives in or is staying at **your home**.

## Main Heating System

The main hot-water or central-heating system in **your home**. This includes pipes that connect components of the system.

## Period of Cover

The period shown on **your policy schedule** and any subsequent period for which **we** accept a renewal premium.

## Plumbing and Drainage

The cold-water supply and drainage system within the boundary of **your home** and for which **you** are legally responsible.

## Vermin

- a wasps' and/or hornets' nests
- b rats
- c mice; or
- d grey squirrels.

## We, Us, Our

ARAG Legal Insurance Company Limited.

## You, Your

The person who has taken out this **policy** (shown as the policyholder in the **policy schedule**).

### Our Agreement

**We** agree to cover the costs of the assistance described in this section of the **policy** in respect of the insured incidents covered under this section of the **policy**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section of the **policy** provided that:

- 1 the insured event is sudden, unexpected and requires immediate corrective action to:
  - a prevent damage or further damage to **your home**; or
  - b make **your home** secure; or
  - c relieve unreasonable discomfort, risk to health or difficulty to an **insured person**
- 2 the insured event happens during the **period of insurance** and within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

If **we** are unable to cover **your** claim, **we** will try (if **you** wish) to arrange assistance at **your** expense. The terms of such a service are a matter for **you** and the supplier.

### How to Claim

To claim under **your** policy, please check the information below, which tells **you** when **we** can help and what **you're** covered for, then phone **us** on **0800 085 2739**. **We** will ask **you** to confirm:

- **your** name and **your home** address including postcode
- the nature of the problem.



**Our** phone lines are open 24 hours a day, 365 days a year. To help **us** check and improve **our** service standards, **we** may record all calls.

**We** ask that **you** don't arrange for a contractor yourself because **we** won't pay for this or for any work that **we** haven't agreed to in advance. Also, please make sure there is someone aged 18 or over at **home** when **our** contractor arrives.

### How we can Help

Once **you've** checked that **your** emergency is an insured event, it's important that **you** tell **us** about it as soon as **you** can. If **we** accept **your** claim, **we** will arrange and pay for a contractor to resolve the insured event taking into account what would be fair and reasonable in the circumstances. **We** will either:

- i carry out a temporary repair (or a permanent repair if this is no more expensive); or
- ii take other action, such as isolating a leaking component or gaining access to **your home**.

At all times **we** will decide the best way of providing help.

### Insured Incidents

#### Roof Damage

Any damage to the roof of **your home** where internal damage has been caused or is likely.

#### Plumbing and Drainage

Damage to, or blockage, breakage or leaking of, the drains or plumbing system that **you** are responsible for in **your home**.

**You** are not covered for:

Pipes for which **your** water supply or sewerage company are responsible and rainwater drains and soakaways.

#### Heating Failure

The failure of the **main heating system** in **your home**.

**You** are not covered for:

Cold-water supply or drainage pipes, non-domestic heating or non-domestic hot water systems, or any form of solar heating or warm air system.

### Power Supply Failure

The failure of the domestic electricity or gas supply, in the boundaries of **your home**.

**You** are not covered for:

The failure of the mains supply.

### Toilet Unit

Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in complete loss of function of the only or of all toilets in **your home**.

**You** are not covered for:

If **you** have another toilet in your home that is working.

### Home Security

The failure of or damage to external doors, windows or locks resulting in **your home** becoming insecure.

### Keys

The only available set of keys to **your home** is lost, stolen or damaged and **you** can't replace them, or can't gain normal access to **your home**.

### Vermin

An infestation by **vermin** in **your home** which prevents the use of the loft or one or more rooms in **your home**.

**You** are not covered for:

An infestation in any domestic outbuilding or garage, or the removal and/or control of bees' nests.

### What we will Pay

- 1 **We** will arrange and pay for a contractor to take action up to the **emergency assistance** limit for each insured event.
- 2 If **your home** remains uninhabitable overnight following an insured event, **we** will reimburse **you** for **hotel accommodation**. **You** must send **us** all relevant invoice(s) before **we** will reimburse **you**. The decision on whether **your home** is uninhabitable will take into account whether it would be fair and reasonable for **you** to remain in **your home**.

### What we won't Pay

- 1 Any costs over and above the **emergency assistance limit**.
- 2 Any costs of overnight accommodation over and above the amount shown under **hotel accommodation** (please see the **meaning of words** on page 36).

### When we can't Help

**You** should immediately contact the fire, ambulance or police service in a situation that could result in serious risk to **you** or substantial damage to **your home**.

If **you** think there is a gas leak, **you** should contact the National Gas Emergency Service on **0800 111 999**.



If there is an emergency relating to a service such as the mains water or electricity supply, **you** should contact **your** supplier.

**We** will always try to get to **you** as soon as possible but sometimes it may take **us** longer than **we** would like because the weather is bad, **you** are in a remote location or parts needed to complete the repair are unavailable.

If providing help would put our contractors in danger, for example carrying out roof repairs in high winds or repairing damp electrics, **we** will wait until the conditions have improved before sending someone out.

## What is not covered

### You are not covered for:

#### 1 Rented Properties and Second Homes

An incident at a property that **you** rent or let or that **you** own that is not **your** main residence.

#### 2 Unoccupied Homes

An incident that happens when **your home** has been left unoccupied for 30 or more consecutive days.

#### 3 Costs we haven't Agreed

Costs incurred by an **insured person** before **we** have accepted a claim.

#### 4 Home Maintenance

Normal day-to-day **home** maintenance that an **insured person** should carry out or pay for, such as servicing of heating and hot water systems.

#### 5 Communal Areas

An incident that would require **us** to undertake repairs or any other remedial action to:

- i shared or communal areas of a property; or
- ii any shared fixtures and fittings, facilities or services outside the legal boundary of **your home**.

#### 6 Nobody at Home

Costs incurred where **our** contractor has attended at an agreed time but nobody aged 18 or over was at **your home**.

#### 7 Replacement Boilers

The costs, or any contribution towards the costs, of replacing a boiler, storage heater or **appliances** or any other heating or domestic appliance.

#### 8 Repair is Uneconomical

Any repair to a boiler, storage heater or any other heating or domestic appliance that is more than the cost of replacing it.

#### 9 Failure to carry out Previously Recommended Repairs

An incident which happens because an **insured person** failed to carry out work or repairs that they were advised to undertake which would've meant the incident didn't happen.

#### 10 Guarantee and Warranty

Equipment or facilities that are under guarantee or warranty from the maker, supplier or installer.

#### 11 Risk to Health and Safety

An incident that cannot be resolved safely by **our** contractor (or which requires specialist assistance) because there are dangerous substances or materials (such as asbestos) or where conditions make attempting a repair dangerous.

#### 12 Incorrect Installation or Repairs

An incident resulting from a design fault or the incorrect installation, repair, modification or maintenance of equipment or facilities.

#### 13 Deliberate Acts

An incident arising from a deliberate act or omission by an **insured person**.

#### 14 Damage caused during Repairs

Damage caused by gaining access to carry out repairs.

#### 15 Mains Supplies

An incident relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an **insured person's** failure to buy or provide enough gas, electricity or other fuel.

**16 Connected Homes**

The failure, or other issues with the working of, connected home devices e.g. cannot turn heating or lighting on because of a network outage.

**17 Septic Tanks, Cess Pits and Fuel Tanks**

An incident arising from the malfunction or blockage of septic tanks, cess pits or fuel tanks.

**18 Subsidence, Landslip and Heave**

An incident arising from subsidence, landslip or heave.

**19 Cyber**

An incident caused by, contributed to by, or arising from hacking (unauthorised access) or other type of cyber attack.

**20 Nuclear War and Terrorism Risk**

An incident caused by, contributed to by, or arising from:

- a** ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- b** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- c** war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000.

## Conditions which apply to Section 5

### 1 Maintenance

**You** must maintain **your home** in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of **your home**.

### 2 Keeping to the Policy Terms

**You** must try to prevent anything happening that may cause a claim and take steps to keep any amount **we** have to pay as low as possible.

### 3 Replacement Parts

**We** will attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable.

### 4 Circumstances beyond our Control

**We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from **our** inability to provide assistance as a result of circumstances beyond **our** control.

### 5 Fraudulent Claims

**We** will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

- a a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated; or
- b a false declaration or statement is made in support of a claim.

### 6 Losses not directly Covered by this Section of the Policy

**We** will not pay for losses that are not directly covered by this section of the **policy** e.g. time take off work or replacement carpet damaged by a leak.

### 7 Other Insurances

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

### 8 Law that Applies

This section of the **policy** is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section of the **policy** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

### Privacy – Applicable to Sections 4 and 5 only:

When you purchase and use an ARAG product **we** will process personal information about you and anyone else whose details are provided to **us** to provide **you** with a service or a claim.

**We** process your personal information in accordance with our Privacy Notice. You can find our Privacy Notice online at [www.arag.co.uk/privacy](http://www.arag.co.uk/privacy). Alternatively you can make a request for a printed copy to be sent to you by contacting [dataprotection@arag.co.uk](mailto:dataprotection@arag.co.uk)

# Section 6 – Home Cyber

The Home Cyber insurance section is underwritten by HSB Engineering Insurance Limited (HSBEIL). HSBEIL is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN 202738) and the Prudential Regulation.

HSBEIL Head and Registered Office: Chancery Place, 50 Brown Street, Manchester M2 2JT.

Registered in England and Wales, Company Number 02396114.

Website: www.hsbeil.com

The general conditions and general exclusions apply unless explicitly stated otherwise. If there is a conflict between a definition in this section and a definition elsewhere in this **policy**, the definition in this section will apply.

## Meaning of Words

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

## Business Activities

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

## Computer Systems

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

## Computer Virus

Any malware, program code or programming instruction designed to **damage computer systems**.

## Contaminant

An impurity resulting from the mixture or contact of a substance with a foreign substance, including mould, mildew, fungus, spores, diseases, viruses or microorganism of any type, nature, or description.

## 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**.

## Cyber Operation

The use of a **technology system** by, or on behalf of, a **state** to disrupt, deny, degrade, manipulate or destroy information in a **technology system** of, or in, another **state**.

## Damage

Total or partial loss, physical 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 **computer 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 system**.

**Government**

Means government including its intelligence and security services.

**Hacking**

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

**Home Systems**

**Computer systems** owned by **you**, or hired, leased or rented to **you** under written conditions.

**Impacted State**

The **state** in which the **technology system** affected by the **cyber operation** is physically located.

**Personal Data**

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

**Pollutants**

Any solid, liquid, gaseous, biological, radiological, or thermal irritant or **contaminant**, including smoke, vapour, soot, fumes, acid, alkalis, chemicals, vaccines and waste (including materials to be recycled, reconditioned, reclaimed, or disposed of, as well as, nuclear materials).

**State**

Sovereign state.

**Sum Insured**

The amount shown in the **schedule**.

**Technology System**

Any computer, hardware, software, communications system, electronic device (including smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**War**

This means:

- the use of physical force by a **state** against another **state** or as part of a civil war, rebellion, revolution or insurrection; and/ or
- military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any **government** or public or local authority; whether war be declared or not.

**You / Your**

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 Sub-Section C – 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**.

## What is Covered

### Sub-Section A – Cyber Home Systems Damage

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

#### 1. 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.

#### 2. Computer Virus Removal

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

#### 3. 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**.

### Sub-Section B – Cyber Crime

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

#### 1. Fraud

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

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

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

We will not pay for **your** financial loss related to **business activities**.

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

#### 2. Telephone Hacking

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

#### 3. 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.

#### 4. 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**.

### Sub-Section C – Cyber Online Liability

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

#### 1. 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);

#### 2. 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

#### 3. Defamation and Disparagement

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

### 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**.

## What is not Covered

### We will not pay for:

#### 1. Advance Fee Fraud

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with 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. Authority Actions

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any action or prosecution against **you** by any statutory or local **government** agency, body or authority or professional or trade licensing organisation acting in its regulatory or official capacity.

#### 3. Bodily Injury

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any actual or alleged personal injury suffered by any person including bodily injury, psychological harm, emotional distress, anguish, trauma, illness, an ailment or death.

This exclusion shall not apply in respect of **damages** and **defence costs** for psychological harm, mental anguish or emotional distress arising from a claim under Sub-Section C – ‘Cyber online liability’.

#### 4. Business Activities

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any **business activities**.

#### 5. Circumstances before your Policy started

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with:

- 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**.

#### 6. Excess

Any amount specified as the ‘Excess’ in the **schedule**.

#### 7. External Network Failure

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with failure or interruption of any:

- gas or water supply; or
- electrical power supply network or telecommunication network;

not owned and operated by **you**.

This exclusion shall not apply to any cost or loss caused by or resulting from physical damage, if otherwise insured by **your** policy, to the electrical power supply network, telecommunication network or other property.

Telecommunication networks include satellite networks, the internet, internet service providers, Domain Name System 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.

#### 8. Malicious Defamation

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with 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**.

#### 9. Other Insured Parties

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any dispute or claim between **you**.

#### 10. Patent

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with infringement of any patent.

#### 11. Pollution and Contamination

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with:

- the presence of **pollutants** or a **contaminant**; or
- the actual discharge, dispersal, release or escape of **pollutants** or a **contaminant**; or
- any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, neutralise in any way respond to or assess the effects of **pollutants** or a **contaminant**.

#### 12. Property Damage

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any physical **damage** to any tangible property, unless otherwise covered under Sub-Section A – ‘Cyber home systems damage – 1. Home systems restoration’.

#### 13. War

Any cost, **damages**, liability, loss, **defence costs**, or expenses of any kind:

- directly or indirectly arising from a **war**; or
- arising from a **cyber operation**.

It shall be **our** responsibility to prove that this exclusion applies. **You** and **we** will consider such objectively reasonable evidence that is available at the time of a **cyber operation** to determine who it is due to. This may include formal or official statements by the **government** of the **impacted state** saying that they regard the **cyber operation** is due to another **state** or those acting at its direction or under its control.

### Conditions that Apply to Section 6

The following conditions apply to this section 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 Sub-Section C – ‘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 Sub-Section B – ‘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. 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.

#### 3. Protecting Data

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

#### 4. 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.

#### 5. 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.

#### 6. 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**.

## 7. 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.

### Data Protection – Applicable to Section 6 only:

#### How HSBEIL uses your Information

**We** are the controller of any personal information (for example, names, addresses, telephone numbers, job titles or dates of birth) **you** provide to **us**, or which is processed in connection with **your policy**. **We** collect and process information about **you** that **we** consider to be necessary in order to make decisions about the cover **we** provide to **you**, any claims **you** make, or to detect and prevent fraud. **We** also may record incoming and outgoing telephone calls with **you** for training, monitoring and quality control purposes.

**We** may share **your** information with, and obtain information about **you** from, companies within the Munich Re Group, other insurers, brokers, loss adjusters, credit reference agencies, fraud prevention agencies or other third parties who provide services on **our** behalf.

For further details on how **your** information is used and **your** rights in relation to **your** information, please see **our** Privacy Statement at [www.hsbeil.com](http://www.hsbeil.com).

If **you** have any queries about how HSBEIL uses **your** information, please contact the Data Protection Officer in writing to: Chancery Place, 50 Brown Street, Manchester M2 2JT.

More information is available at: <https://www.munichre.com/hsbeil/en/legal/privacy-statement.html>

# General Conditions

These conditions apply to all sections of the **policy** unless otherwise stated.

## Abandoning Property

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

## Arbitration

If **we** accept **your** claim, but **you** disagree over the amount **you** will be paid, **you** and **we** may refer the dispute to an independent arbitrator who will be appointed in accordance with current law in order to reach a mutual agreement. When this occurs, the arbitrator must decide on an award before **you** can bring proceedings against **us**.

## Assignment

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

## Building Works and/or Refurbishment

**You** must provide **us** with full details of any building work or heat processes including restoration, repair, redecoration, maintenance or other similar work, where the estimated value of the works is in excess of £75,000, or before the signing of any contract which, in any way, removes or limits **your** legal rights against a contractor. If **you** do not notify **us** and provide **us** with full details before the work is due to start, any loss, directly or indirectly caused by or relating to the work, will not be covered under **your policy**.

## Cancellation of your House and Home Insurance

Cancellation by **you** within the first 14 days

If, having examined **your policy** documentation, **you** decide not to proceed, **you** may cancel, this **policy** within the first 14 days. The 14 day period starts on the day **you** receive the **policy** documentation, or the day **you** enter into this contract of insurance whichever is the later. When **we** have received notice of decision not to proceed, any premiums **you** have paid will be returned, unless **you** have made a claim. If **you** have made a claim or there has been an incident likely to give rise to a claim no premium will be returned to **you**.

Cancellation by **you** at any other time

**You** may cancel this **policy** at any other time after this 14 day period by writing to **us**. If **you** have not made a claim, **we** will return any premium **you** have paid for any **period of insurance** left.

Cancellation by **us**

Where there is a valid reason for doing so **we** may cancel this **policy** by sending **you** 14 days' notice in writing by recorded delivery post, setting out **our** reason for cancellation, to **your** correspondence address shown in the **schedule**.

Valid reasons for cancellation may include:

- Where **we** have been unable to collect a premium payment. In this case **we** will contact **you** in writing requesting payment by a specific date. If **we** do not receive payment by this date **we** will write to **you** again notifying **you** that payment has not been received and giving **you** 14 days' notice of a final date for payment. This letter will also notify **you** that if payment is not received by this date **your policy** will be cancelled. If payment is not received by that date **we** will cancel **your policy** with immediate effect;
- Where **you** are required in accordance with the terms of this **policy** to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests. In this case **we** may issue a cancellation letter and **we** will cancel **your policy** if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the 14 day cancellation notice period;
- Where there is a failure by **you** to exercise the duty of care regarding **your** property as required by the paragraph headed 'Reasonable care' in the General conditions section of this **policy**;
- Where **we** reasonably suspect fraud;

If **you** or **we** cancel **your home** insurance at any time, **we** will automatically cancel any family legal protection, home emergency and home cyber insurance **you** purchased with it.

**We** will return any premium **you** have paid for any **period of insurance** left. However, **we** will not return any premium if:

- you** have made a claim or have acted fraudulently; or
- the amount is less than £25 and **you** paid for **your policy** in full

If **you** pay the premium by instalments the above minimum refund of £25 does not apply.

Please note there is an Iprism cancellation fee of £50 if the **policy** is cancelled outside of the 14 day cooling off period. **Your** broker may also charge an additional cancellation fee which they will confirm to **you**.

### Change in Circumstances

Should any of the information **you** have provided and which is recorded on the **statement of facts** change during the **period of insurance**, **you** must tell **us**. If **you** do not tell **us** **your policy** may be cancelled, or treated as if it never existed, or **your** claim rejected or not fully paid. If in doubt about any change please inform **us**. If **your policy** is amended as a result of any change **we** may be entitled to vary the premium and terms for the rest of the **period of insurance**. **You** should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

### Claims

The following claims conditions apply to the whole of this **policy** except Section 4 – Family legal protection, Section 5 – Home emergency and Section 6 – Home Cyber. Please refer to the 'Contact Points and Important Telephone Numbers' on page 2 for details of what to do when **you** have a claim under those sections.

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

**Your** duties after a loss

- Notification

If the physical loss or damage has been caused by theft, attempted theft, accidental loss, malicious damage or vandalism **you** must notify the Police as soon as possible.

**You** must notify **us** or **your** insurance broker, if applicable, as soon as reasonably practicable, are aware of any physical loss or damage from any cause.

- Protection of property

**You** must take any necessary steps to prevent further physical loss or damage including making emergency repairs and taking steps to recover any lost or stolen property. If **you** would like assistance, please call **our** 24-hour emergency helpline on 0333 005 1611.



Before any other repair work begins **we** have the right to inspect the damaged property. **We** will tell **you** if **we** want to do this.

**We** will pay reasonable costs incurred in avoiding or mitigating a claim under the Preventative Measures cover in Sections 1 and 2 of **your policy**.

- Prepare an inventory and proof of loss

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

- Injury to someone or damage to their property

If someone is holding **you** responsible for **injury** or damage, **you** must, as soon as reasonably practicable, send to **us** or **your** insurance broker every letter of claim, claim form or correspondence **you** receive. **You** must not admit liability or make an offer or promise of payment without **our** written permission, otherwise **we** will not have to pay **your** claim.

Recovering a loss payment

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

### Indexation

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

### Law Applicable to the Contract

The law applicable to this contract is that of England and Wales unless

- **we** agree otherwise: or

- at the effective date of the **policy** **you** are a resident (or in the case of a **business**, the registered office or principal place of **business** is situated in) Scotland, Northern Ireland, the Channel islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

### Language

The contractual terms and conditions and other information relating to this contract will be in the English Language.

### Other Insurance

If, at the time of a loss covered by this **policy**, there is any other insurance covering the same loss, damage, accident, liability, or any part of it, **we** will only pay **our** rateable proportion of the loss that the limit of liability under this **policy** bears to the total amount of insurance covering the loss.

### Reasonable Care

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

### Misrepresentation

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out make changes to or renew **your policy**.

**Your policy** may be voidable by **us** in the event of misrepresentation or misdescription.

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**.

### Sums Insured

The premium **you** pay is based on the sum insured. When accepting this insurance, **we** expect that the sums insured will represent the full value of the property insured. **You** must take reasonable steps to ensure that to the best of **your** knowledge and belief the sums insured are adequate as follows:

- **Buildings**

The cost of rebuilding (with the same quality of materials and workmanship which existed before the damage), if the **buildings** were destroyed. **You** do not need to include fees to architects, surveyors, consulting engineers, the costs of making the site safe or clearing debris, rent receivable or the cost of alternative accommodation. **We** allow up to 25% of the sum insured for **buildings** for fees and extra expenses under the Fees and Additional Expenses cover in Section 1 of **your policy**.

- **Tenants Improvements**

The cost to repair or replace as new.

- **Contents**

The cost of replacing them as new.

- **Art and Antiques and Valuables**

For **Art and antiques** and **valuables** that are not listed individually in a specification of items, the replacement cost or current market value, whichever is the greater.

#### **Third Parties**

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

# General Exclusions

The following exclusions apply to the whole of this **policy**. Any extra exclusions are shown in the sections to which they apply. **We** do not cover:

## Biological and Chemical Weapons

Any loss, damage, liability, injury or death due to a criminal or terrorist act involving biological or chemical materials

## Confiscation

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

## Cyber and Electronic Data (in respect of all Sections apart from Section 6 – Home Cyber)

### a Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

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

However, where a fire or explosion occurs as a result of (a)(i) or (a)(ii) above, **we** will still cover damage resulting from that fire or explosion.

### b Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

## Defective Design, Workmanship, Maintenance or Materials

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

## Deliberate or Criminal Acts

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

## Electrical or Mechanical Breakdown

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

## Financial Sanctions

Any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation. If any such prohibition or restriction takes effect during the **period of insurance**, **we** may cancel this insurance immediately by giving **you** written notice. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

## Fraudulent Claims

- 1 If **you** make a fraudulent claim under this **policy**, **we**:
  - a are not 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 the contract as having been terminated with effect from the time of the fraudulent act.
- 2 If **we** exercise **our** right under clause 1c above:
  - a **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
  - b **we** need not return any of the premiums paid.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

### Gradual Physical Loss or Damage

Any physical loss or damage caused by:

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

### Infectious or Contagious Disease

**Your** insurance **policy** does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

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

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

### Pollution or Contamination

Any loss or damage due to:

- contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This Exclusion does not apply for escape of oil from a domestic oil installation at **your home** (where **we** will not pay more than £100,000 in total any one incident).

### Radioactive Contamination

Any loss, damage, liability, injury or death due to any type of nuclear reaction, nuclear radiation or radioactive contamination.

### Sonic Bangs

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

### Terrorism

This insurance excludes loss, damage, liability, cost or expense due to any:

- a** act of terrorism and/or
- b** action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

An act of terrorism means any act by a person or group(s) of persons, such as causing or threatening bodily injury or damage to property, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public in fear.

### War (in respect of all sections apart from Section 6 – Home Cyber)

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



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