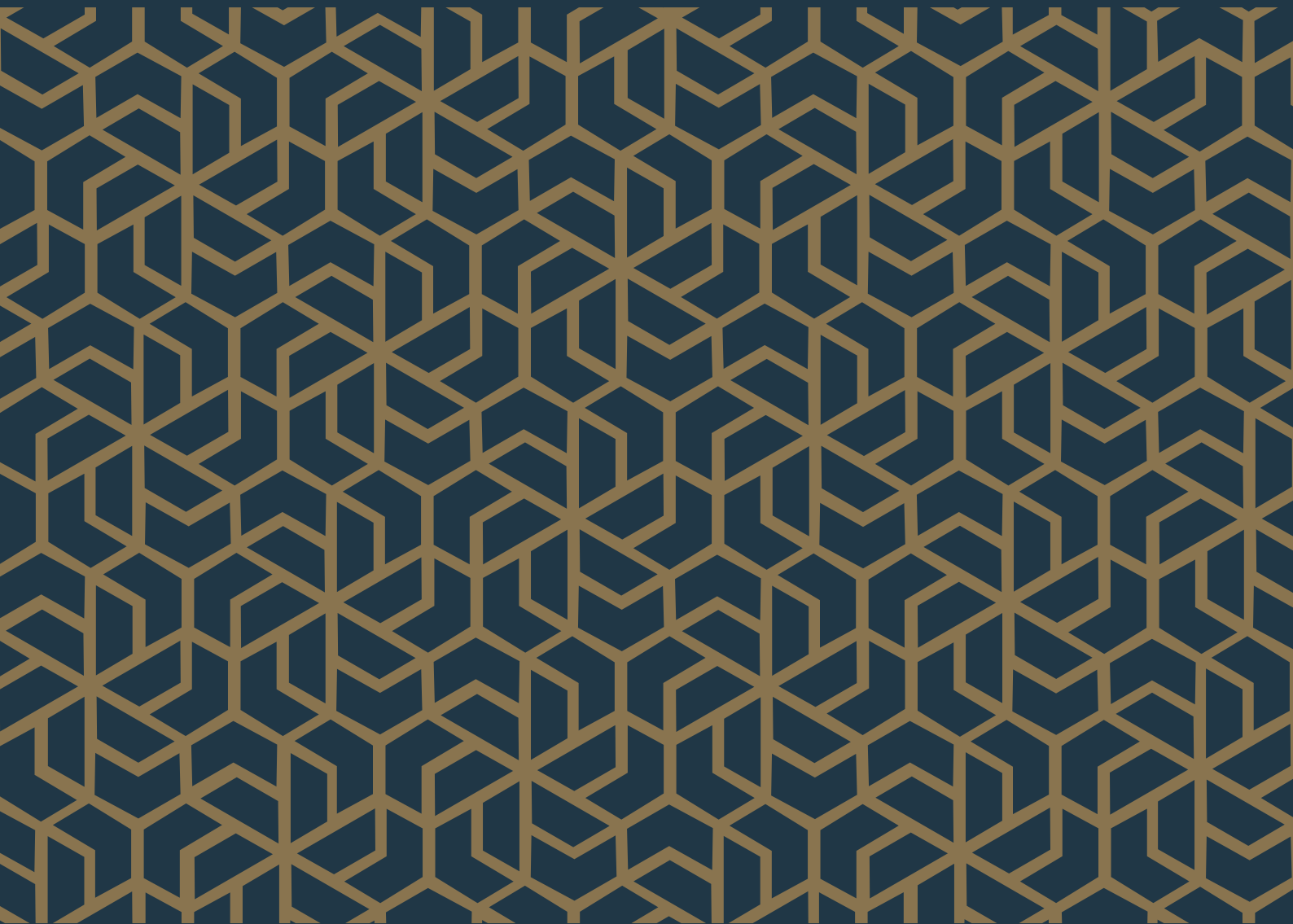




TLDallas
INSURANCE SINCE 1919

100
years



Fine Home Policy Wording

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Introduction

Wherever words appear in **bold** type in this policy, **schedule** or any **endorsement** relating to this policy, other than in titles and paragraph headings, they will have the meanings shown in the Definitions Section of this policy unless otherwise stated.

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** TL Dallas Fine Homes Insurance document. **Your** home insurance document sets out the conditions of the contract between **you** and **us**.

When drawing up this insurance, **we** have relied on the information and statements which **you** gave in the proposal form or statement of fact on the date shown in the **schedule**. The information that **you** have provided to **us** has been used to determine not only acceptance of **your** insurance requirements but also the premium payable and any additional conditions, exclusions and/or terms that **we** believe are necessary. It is therefore imperative that, when providing this information to **us**, **you** take care not to misrepresent any information and to give **us** all the information **you** are asked for.

This policy relates ONLY to those sections which are shown in the **schedule** as being included and each **home** included under this insurance is considered to be covered as if separately insured.

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

This policy is a legally-binding contract of insurance between **you** and **us**. This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

Please read the whole document carefully and keep it in a safe place. It is important that:

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage Sections **you** have requested;
- **you** notify **your broker** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information;
- **you** take all reasonable steps to prevent loss, **damage** or an accident and keep the **buildings** in a good state of repair; and
- **you** comply with **your** duties under “Important Information – Your Duties” *see page 4* and **your** duties under the insurance as a whole.

Please contact **your broker** as soon as reasonably possible if this document is not correct or if **you** would like to ask any questions.

If **you** do not comply with the above then **you** may not receive payment for a claim, a claim may be reduced, or **you** may lose all right to cover under **your** policy.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. (LSW 1001)

Important Information

Your Duties

While **your broker** can guide **you**, it is **your** responsibility to make sure that the amount of insurance cover **you** buy represents the full value of **your** property. **You** must therefore keep the **sums insured** at a level which represents the full value of the property.

Full value should represent the following:

- For **buildings** – the full rebuilding cost including **additional rebuilding expenses**;
- For **contents** – the current cost as new; and
- For **valuables, antiques and works of art, gold and silver** – the current market value.

The maximum amount that **we** will pay in the event of a claim is the **sum insured** so it is very important that **you** insure **your** property for the full amount of its value.

You must notify your broker:

- As soon as reasonably possible if **you** become aware that information **you** have given **us** is inaccurate;
- within 14 days of **you** becoming aware of any changes in the information **you** have provided to **us** which happen before or during the **period of insurance**;
- at least 30 days before **you** start any work to extend, renovate, build or demolish any part of the **buildings**, or any work involving the use of heat, where the contract value is more than £100,000;
- if **you** make any changes that will downgrade the security or fire protections at **your home**;
- if **you** stop using **your home** as **your** permanent **home**; or
- if **you** regularly leave **your home unoccupied** or regularly leave the **home** unattended at night.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or of planned building works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with "Other Important Information – Our right to cancel" on page 7.

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

Information you have given us

We have relied on the information **you** have given **us**. **You** must take reasonable care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims. A misrepresentation is deliberate or reckless if **you**:

- a) knew that it was untrue or misleading, or did not care whether or not it was untrue or misleading, and
- b) knew that the matter to which the misrepresentation related was relevant to **us**, or did not care whether or not it was relevant to **us**.

The burden will be on **us** to prove a) and b) above.

If **we** establish that **you** provided **us** with false or misleading information which was not deliberate or reckless and had **we** known the information from the start of the policy or at the time of its renewal, **we**:

a) would not have entered into the contract:

we will:

- i) charge an additional premium calculated from the start of the policy (the amount charged will be proportionate with the increase in risk);

Important Information (continued)

- ii) apply additional terms from the date **we** discover the misrepresentation;

Provided **you** have paid the additional premium **we** requested and agreed in writing to the additional terms, **we** will also:

- i) pay any valid claims notified to **us** before the date of the discovery of the misrepresentation, including any valid claim which led to the discovery of the misrepresentation;
- ii) continue to cover **you** on the revised basis for the remaining **period of insurance**, but **we** may not continue insuring **you** once the policy reaches its renewal date.

However there may be certain circumstances where **we** will avoid the policy from the start date and treat the insurance as though it never existed. These circumstances will include where the misrepresentation means **we** or **our** parent company will suffer reputational harm in either the insurance market, the media or amongst **our** clients or trading partners. If **we** do avoid **your** policy from the start date because of the above, all premiums paid will be returned and no claims paid.

- b) would have applied different terms:
 - we** will apply those different terms from the date **we** discover the misrepresentation.
- c) would have charged a higher premium:
 - we** will charge that additional premium calculated from the start of the policy.
- d) would have charged a higher premium and applied different terms:
 - i) **we** will charge an additional premium calculated from the start of the policy; and
 - ii) apply additional terms from the date **we** discover the misrepresentation.

We or **your broker** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- require **you** to pay an additional premium; or
- apply additional terms.

Other Important Information

How to make changes to this insurance

If **you** would like to make changes to **your** insurance please contact **your broker**.

You must tell **your broker** as soon as reasonably possible of any change to **your** circumstances and/or the information **you** and/or **your broker** have previously provided to allow **us** to reassess **your** insurance risk. Changes that should be notified, which apply to all members of **your** household, include (but are not limited to):

- a change of name;
- a change to **your** occupation or the nature of business in which **you** work;
- anyone covered by this policy being convicted of a non-motoring criminal offence or being charged with, but not yet tried for, any non-motoring criminal offences;
- anyone covered by this policy being declared bankrupt (whether in a personal or business capacity), receiving a County Court Judgement (CCJ) or entering into an Individual Voluntary Arrangement (IVA); and
- any loss or **damage** not reported or claimed for under this policy.

Changes to **your home** that should be notified include (but are not limited to):-

- a change of address;
- **your home** no longer being in a good state of repair;
- a change to the use of **your home**, including any **business** use;
- any works being carried out at **your home** with a contract value of more than £100,000;
- if **you** downgrade the security or fire protections at **your home**;
- if **you** stop using the **home** as **your** permanent **home**;
- if **you** regularly leave **your home unoccupied/unattended** at night.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance, require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with "Other Important Information – How to cancel this insurance" on page 7.

If **you** are in any doubt regarding the information being requested of **you**, please contact **your broker**.

REMEMBER – If **you** fail to notify **us** of changes then **you** may not receive payment for a claim, a claim may be reduced or **you** may lose all right to cover under **your** policy.

Renewal of this insurance

When **your** policy is due for renewal, **we** may offer to renew it for **you** automatically. This would mean **you** do not need to confirm **your** intention to renew before this policy ends. If **we** offer to do this for **you**, **your broker** will contact **you** at least 21 days before the **period of insurance** ends with full details of **your** next year's premium and policy terms and conditions. If **you** do not want to renew this policy, please contact **your broker** before the renewal date. Occasionally, **we** may not be able to offer to renew **your** policy. If this happens, **your broker** will contact **you** at least 21 days before the expiry of **your** policy to allow enough time for **you** to make alternative insurance arrangements.

Other Important Information (continued)

How to cancel this insurance

During the cooling off period

You may cancel this insurance within 14 days:

- of buying this insurance or
- from the day on which **you** receive the insurance documents,

whichever is later, by writing to **your broker**. **We** will provide a full refund of the premium paid unless **you** have made a claim on this insurance. **We** can decide not to refund any premium if **you** have made a claim or there has been an event that could result in a claim being made on this insurance.

After the cooling off period

If **you** cancel this insurance outside the cooling off period, provided **you** have not made a claim, or there has not been an event that could result in a claim, **you** will be entitled to a refund of any premium paid, less a deduction for the time for which **you** have been covered. If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

Our right to cancel

We may cancel this insurance where there is a valid reason by giving **you** 30 days' notice in writing. **We** will only do this for a valid reason - examples of valid reasons are as follows:

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Failure to comply with **your** duties under "Important Information - Your Duties" on page 4;
- Failure to inform **us** of changes to information provided by **you** on **your** proposal form/statement of fact; and
- Failure to implement changes that have been requested by **us**.

Any refund of premium due to **you** will depend on how long this insurance has been in force. For example, if **you** have been covered for six months, the deduction for the time **you** have been covered will be half the annual premium.

Important Note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date, and to keep any premiums paid.

How to make a claim

We aim to provide a first class claims service. **Your** claim will be handled promptly and with due care and professionalism. **We** will also ensure **you** are kept informed of the progress of **your** claim.

In the event of a claim or possible claim under this insurance please contact **your broker** or the claims handler using the contact details shown on **your schedule**.

The procedures differ across the Sections of this policy in order to reflect the different types of claim **you** might have and services that **you** may need.

Other Important Information (continued)

We have set out below how to find what **you** need to know to make a claim or use a service under the applicable Section of this policy.

Sections One to Six

Your duties:

- 1) **You** must notify **your broker** or the claims handler as soon as reasonably possible giving full details of what has happened. **You** must however provide full details within 30 days. The contact details for reporting a claim are shown on **your schedule**.
- 2) **You** must supply any other information **we** may reasonably require, including proof of ownership and value, within 30 days.
- 3) **You** must inform the police as soon as reasonably possible following malicious acts, violent disorder, riots, civil commotion, theft, attempted theft or loss of property.
- 4) If a claim for liability is made against **you**, **you** must as soon as reasonably possible forward to **your broker** or the claims handler any letter, claim, writ, summons or other legal document **you** receive.
- 5) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties, **we** may not pay **your** claim, or any payment may be reduced.

Defending claims

We may:

- a) take full responsibility for dealing with, defending or settling any claim in **your** name; and
- b) take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Please note there are also claims conditions that apply to individual Sections of the policy, as detailed below:

- Conditions that only apply to Section One – Buildings *on page 24*
- Conditions that only apply to Section Two – Contents *on page 31*
- Conditions that only apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver *on page 34*
- Condition that only applies to Section Four – Accidents to Domestic Employees *on page 35*
- Conditions that only apply to Section Six – Annual Travel *on page 46*

Section Seven – Legal Expenses

If **you** need to make a claim under this Section **you** must notify **us** as soon as reasonably possible.

You can download a claim form at **www.arag.co.uk/newclaims** or **you** can request one by telephoning **0117 917 1698** between 9am and 5pm Monday to Friday (except bank holidays).

Please also refer to “How to make a claim” *on page 50* and “Conditions that only apply to Section Seven – Legal Expenses” *on page 55*.

Other Important Information (continued)

Section Eight – Helplines

If **you** require assistance, **you** should contact the applicable service using the numbers shown below:

- Legal and tax advice: Call **our** confidential legal and tax advice helpline on 0330 303 1429. The legal advice helpline is open 24 hours a day, 365 days a year. Tax advice is available between 9am and 5pm on weekdays (except bank holidays).
- Identity theft: Call 0333 000 2083 between 8 am and 8 pm.
- Consumer Legal Services: Register at www.araglegal.co.uk/arag and enter voucher code AFE48BBE98B5 to access **our** digital law guide and download legal documents to help with consumer legal matters.

Please also refer to Section Eight *on page 57* for full details of these services.

Section Nine – Home Emergency

Please telephone 0330 303 1428 as soon as reasonably possible (lines are open 24 hours a day, 365 days a year)

Please provide **us** with **your** name, address, postcode and the nature of the problem. Also, please refer to “How to make a claim” *on page 61* and “Conditions that only apply to Section Nine – Home Emergency” *on page 61*.

Fraudulent claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under **your** policy, including providing fraudulent information or documentation, **we** will:

- a) refuse to pay the claim;
- b) seek to recover any costs already incurred by **us** relating to the fraudulent claim;
- c) have the option to cancel the policy from the date of the fraudulent act; and
- d) keep any premium paid to **us**.

This will not affect separate claims made before the fraudulent act, unless they too were fraudulent.

Complaints

How to make a complaint

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

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

Sections 1 to 6: Please contact BMS Group Limited

Sections 7 to 9: Please contact **ARAG**. In respect of Section Eight – Home Emergency, **you** should call the number **you** rang to report **your** claim.

If **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights. **Our** contact details are:

Sections 1 to 6:

Post: Complaints, BMS Group Limited, 1 America Square, London EC3N 2LS.
Telephone: +44 (0) 20 7480 7288
Website: www.bmsgroup.com

Other Important Information (continued)

Sections 7 to 9:

Post: Customer Relations Department, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN
Telephone: +44 (0) 117 917 1561
Email: customerrelations@arag.co.uk
Website: www.arag.co.uk

If **you** complaint cannot be resolved within two weeks, or if **you** have not received a response within two weeks, **you** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **your** complaint and provide **you** with a written final response. Lloyd's contact details are:

Post: Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN
Telephone: +44 (0) 20 7327 5693
Fax: +44 (0) 20 7327 5225
Email: complaints@lloyds.com
Website: www.lloyds.com

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

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date **your** complaint was received, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge.

Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: Fixed: 0800 0234567 Mobile: 0300 1239123
Outside UK: +44 (0) 20 7964 0500
Fax: +44 (0) 20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of the final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

Alternatively, if **you** are a private individual and **you** have bought a product or service online **you** may have the right to register **your** complaint with the European Commission's online dispute resolution (ODR) platform. The ODR platform will redirect **your** complaint to the appropriate alternative dispute resolution body. For further details visit <http://ec.europa.eu/odr>.

Compensation (Financial Services Compensation Scheme)

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this policy. If **you** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website www.fscs.org.uk

Other Important Information (continued)

Privacy Notice

Your information has been, or will be, collected or received by BMS Group Limited. **We** will manage personal data in accordance with data protection law and data protection principles. **We** require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details. The full Data Privacy Notice can be found on www.bmsgroup.com

In respect of Section 7 to 9, ARAG's full Privacy Notice can be found on <https://www.arag.co.uk/cookie-policy>

A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer at the below address:

Data Protection Officer
BMS Group Limited
1 America Square
London
EC3N 2LS

Other Important Information (continued)

Rights of Third Parties

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

Law and Jurisdiction

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this policy will be subject to the exclusive jurisdiction of the courts of England unless, at the commencement of the **period of insurance**, **you** are either:

- a) a resident of; or
- b) a business with its 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, crown protectorate or dependency will apply and this policy will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

Language

The language of **your** policy and any communication throughout the duration of the **period of insurance** will be English.

Sanction

This policy will not provide any insurance cover or benefit, and **we** will not pay any sum, if doing so would mean that **we** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **us**.

Tax

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid directly to the appropriate authority.

Our Regulator

BMS Group Limited is authorised and regulated by the Financial Conduct Authority (firm registration number 309686). BMS Group Limited is registered in England No. 1479949. Registered office: 1 America Square, London, EC3N 2LS.

General Definitions

*The following words will have the same meaning wherever they appear in this policy, **schedule** and **endorsements** attaching to this policy, other than in titles and paragraph headings, unless otherwise shown in a particular policy Section. To help identify these words they will appear in **bold** in this policy wording.*

Additional rebuilding expenses	Architects', surveyors', consulting engineers', land agents' fees and legal fees, the cost of removing debris and making the buildings safe; and costs you are responsible for to meet any government or local authority requirements following damage to the buildings which is covered under Section One – Buildings.
Antiques and works of art	Individual items, collections and sets of particular value due to their age, style, artistic merit or collectability including furniture, paintings, drawings, prints, etchings, manuscripts, photographs, objets d'art, china, glass, porcelain, sculptures inside and outside your home , rugs, tapestries, wine, clocks, barometers and all other collectable property owned by you or for which you are legally responsible and which is not business property.
ARAG/our administrators	ARAG Plc registered in England number 02585818; registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN, who we have authorised to administer Sections 7 - 9 of this insurance. ARAG Plc is authorised and regulated by the Financial Conduct Authority firm registration 452369.
Buildings	<p>The home, its' decorations and tenant's improvements including:</p> <ul style="list-style-type: none">• fixtures and fittings attached to your home (including radio and television aerials, satellite dishes, their fittings and masts and solar panels attached to the building);• fixed water tanks, apparatus and pipes;• underground service pipes and cables, sewers, drains and septic tanks; and• permanently installed lighting, swimming pools, tennis courts, driveways, footpaths, patios and terraces, walls, gates, fences, hedges, fixed fuel tanks, professionally and permanently installed hot tubs and wind turbines used for domestic purposes only <p>owned by you or for which you are legally responsible within the premises.</p>
Business	Any professional activity or non-manual business carried out at your home .
Computer viruses	Any instruction from an unauthorised source that spreads itself over a computer system or network and corrupts information.
Contents	<p>Household goods and personal possessions, which belong to you or for which you are legally responsible.</p> <p>Contents includes:</p> <ul style="list-style-type: none">• money and credit cards;• deeds and registered bonds;• fridge and freezer contents;• garden furniture and items normally kept outdoors;• guns;• furs;• home office equipment;• tenants' fixtures and fittings; and• domestic oil, metered water, gas and liquified petroleum gas.

General Definitions (continued)

Contents does not include:

- motor vehicles (other than domestic garden machinery and quad bikes used within the **premises**, golf buggies, non-motorised trailers and mobility aids);
- caravans or their accessories;
- any living creature, pet or livestock;
- plants or trees;
- aircraft;
- watercraft (other than manually operated rowing boats, punts or canoes, stand up paddle boards, sailboards or dinghies including their accessories);
- any part of the **buildings** other than radio and television aerials, satellite dishes, their fittings and masts which are attached to **your home**;
- any property held or used for business purposes other than **home office equipment**.

Credit cards

Credit, charge, debit, bank, prepaid and cash dispenser cards.

Credit cards does not include:

- store cards and loyalty cards which cannot be used as a means to purchase goods and services;
- **credit cards** used for or held for any trade, business or professional purposes.

Damage

Physical **damage** to or destruction of property.

Domestic employees

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

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

Endorsement

A change in the terms and conditions of this insurance.

Excess

The first part of any claim which **you** must pay.

Garden

The ground next to **your home** and within the **premises** named in the **schedule** which is used only:

- for growing flowers, plants, trees, shrubs, fruit and vegetables (but not as a **business**); and
- as a place to relax and enjoy.

The **garden** does not include

- woods, fields and paddocks exceeding 3 acres in all.

Gold and silver

Gold and silver and **gold and silver** plated items.

Heave

Upward and/or lateral movement of the site on which **your buildings** stand caused by the swelling of the ground.

Home

The private dwelling built of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

Home office business

Office work carried out in **your home**.

Home office equipment

Computer equipment, printers, office furniture, supplies, telecommunication equipment, stationery, books, records and documents used to conduct business from **your home**, owned by **your business** or for which **your business** is legally responsible.

General Definitions (continued)

Incidental farming	Farming carried out by you on a part time basis at the premises as long as any people you employ for this purpose do not work more than 2,000 hours between them during the period of insurance .
Landslip	Downward movement of sloping ground.
Money	<p>All of the following held or used for private domestic purposes:</p> <ul style="list-style-type: none">• Current legal tender, cheques, postal and money orders;• Postage stamps not forming part of a stamp collection;• Savings stamps and savings certificates, travellers' cheques;• Premium bonds and gift tokens;• Travel tickets.
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Permanent physical injury	<ul style="list-style-type: none">• Loss by physical separation of an arm or hand or a leg at or above the ankle;• Permanent loss of use of a complete arm, foot or leg; or• Loss of sight resulting in the injured person being eligible for certification as registered blind; <p>occurring during the period of insurance.</p>
Premises	The address which is named in the schedule .
Sanitary ware	Washbasins, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this insurance and contains details of you , details of the premises , the sums insured , the period of insurance and the Sections of this insurance and any endorsements which apply.
Standard construction	Built of brick, stone or concrete and roofed with slates or tiles.
Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.
Sum Insured	The amount shown on the schedule as the most we will pay for claims resulting from one incident unless otherwise stated in this policy document or on the schedule .
Tenant's improvements	Alterations and decorations, which have been made by you or a previous occupier which are not insured under any other insurance.
Terrorism	<p>Any act(s) including but not limited to:</p> <ul style="list-style-type: none">• the causing, occasioning or threatening of harm of whatever nature and by whatever means; and• putting the public or any section of the public in fear <p>in circumstances in which it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological or similar nature.</p>
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

General Definitions (continued)

Unoccupied	If at the time of the loss or damage the premises have not been lived in for 60 consecutive days or are not sufficiently furnished for normal living purposes.
Valuables	<ul style="list-style-type: none">• Jewellery including unset precious or semi-precious stones; and• Watches.
Vermin	Brown or black rats, house or field mice and wasps' or hornets' nests.
We/us/our	Insurer(s) as shown in the policy schedule administered by BMS Group Limited.
You/your	The person or people named in the schedule as the Insured and all permanent members of your home (including resident domestic employees and those in full-time education).
Your broker	The person, people or company who arranged this insurance for you .

General Exclusions

a) Building Works

We will not pay for loss, **damage** or liability caused by building works over £100,000 in value that take place at **your home**, unless **you** notify **us** at least 30 days before the building works begin.

If **you** enter into an agreement with a contractor which needs specific or joint insurance, regardless of the cost of the building works, **you** must tell us at least 30 days before the building works begin.

Failure to notify **us** may result in any claim **you** make in relation to loss, **damage** or liability caused by the building works not being covered.

b) Biological, chemical, radioactive or nuclear contamination

We will not pay for loss, **damage** or additional expense arising from:

- i. ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

We will not pay for loss, **damage** or additional expense caused by or contributed to by biological or chemical contamination due to or arising from:

- a. **terrorism**; and/or
- b. steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.

c) Electronic data

We will not pay for:

- i. loss of or **damage** to any property, or additional expense arising from; or
- ii. any legal liability directly or indirectly caused by or contributed to, by or arising from;
 - a. **computer viruses**, erasure or corruption of electronic data; or
 - b. the failure of any equipment to correctly recognise the date or change of date.

d) Existing, deliberate and indirect damage

We will not pay for loss or **damage**:

- i. occurring before or arising from an event before the beginning of the **period of insurance**;
- ii. caused deliberately by **you** or any person acting on **your** behalf, unless the loss or **damage** was caused by a **domestic employee**; or
- iii. not directly caused by the event that caused **you** to claim unless expressly stated in this insurance.

e) War

We will not pay for any loss, **damage** or liability caused by or happening through war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or **damage** to property by or under the order of any government or public or local authority.

f) Pollution

We will not pay for pollution or contamination by naturally occurring or man-made substances, forces or organisms, or any combination of them, whether permanently or transitory and however occurring. This exclusion does not apply to:

- i. a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the **period of insurance**; or
- ii. oil escaping from a domestic oil installation at the **premises** or any neighbouring property, provided that **we** are advised as soon as reasonably possible following **your** becoming aware, or when **you** ought to have become aware, of the leakage.

General Conditions

a) Building Works

You must tell **your broker** at least 30 days before **you** start any building works over £100,000 in value. When **we** receive this notice **we** have the option to change the conditions of this insurance.

If **you** enter into an agreement with a contractor which needs specific or joint insurance, regardless of the cost of the building works, **you** must tell us at least 30 days before the building works begin.

Failure to notify **us** may result in any claim **you** make in relation to loss, **damage** or liability caused by the building works not being covered.

b) Policy Coverage

We will treat each **home** included under this insurance as if separately insured.

c) Index-linking

Each month **we** will link the **sums insured** in Section One - Buildings and Section Two - Contents to the relevant indexes below.

Section One - Buildings The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors or a similar index **we** have appropriately chosen

Section Two - Contents The Consumer Durables Section of the General Index of Retail Prices or a similar index **we** have appropriately chosen.

We will not charge **you** any extra premium for any monthly increase. However, whenever **you** renew this insurance, **we** will work out the premium using the new **sums insured**. For **your** protection, if the index falls below zero, **we** will not reduce the **sums insured**.

d) Other insurance

We will not pay any claim if any loss, **damage** or liability covered under this insurance is also covered wholly or in part under any other insurance, except for any amount beyond the limits which would have been covered under any other insurance had this insurance not been effected.

This clause does not apply to Section Two **H) Fatal Injury** on page 27.

e) Excess

Unless otherwise stated on **your schedule**, the following **excesses** apply for each loss.

<u>Section</u>	<u>Applicable excess</u>
Section One – Buildings	£1,000 for subsidence, heave or landslip ; Nil for lock replacement; £250 for all other claims.
Section Two – Contents	Nil for lock replacement, fatal injury, hole in one cover or freezer contents; £250 for all other claims.
Section Three – Valuables, Antiques and Works of Art, Gold and Silver	Nil
Section Four – Accidents to Domestic Employees	Nil
Section Five – Legal Liability to the Public	Nil
Section Six – Annual Travel	£250 for medical expenses, emergency travel, repatriation, cancellation, curtailment or missed travel arrangements.
Section Seven – Legal Expenses	£250 for claims under cover D) Property b) Nil for all other claims
Section Eight – Helplines	Nil
Section Nine – Home Emergency	Nil

f) Excess Waiver

If a claim is more than £10,000, **we** will not take off any **excess** unless **you** have chosen a voluntary **excess** or **we** have applied a compulsory **excess** as shown in **your schedule**, or **you** are claiming as a result of **subsidence, heave or landslip**. If **you** claim for the same event under more than one Section, **we** will only deduct one **excess** and this will be the highest applicable **excess**.

Section One – Buildings

Covering the **home** and **tenant's improvements** as defined in this policy.

This cover is Optional. Please read **your schedule** to see if **you** have insurance cover under this section.

What is covered	What is not covered
This insurance covers the buildings for loss or damage .	<p>We will not pay for:</p> <ul style="list-style-type: none">a) loss or damage directly or indirectly caused by or arising from:<ul style="list-style-type: none">i. warping, shrinking or normal settlement or collapse;ii. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould, or anything which happens gradually;iii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;iv. dryness, dampness, extremes of temperature or exposure to light;v. chewing, scratching, tearing or fouling by your domestic pets. However, this exclusion will not apply if the total amount of all claims from this cause during the period of insurance is less than £7,500;vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the premises.b) loss or damage to gates, fences and hedges caused by storm, flood or weight of snow.c) the cost of general maintenance, electrical or mechanical faults or breakdown.d) loss or damage caused by frost other than to fixed water tanks, apparatus or pipes.e) loss or damage while the buildings are unoccupied unless the loss or damage is caused by:<ul style="list-style-type: none">i. fire, lightning, explosion or earthquake;ii. aircraft and other flying devices or items dropped from them;iii. storm, flood or weight of snow;iv. collision by any vehicle or animal;v. subsidence, heave or landslip.

Section One – Buildings (continued)

What is covered	What is not covered
	<p>f) loss or damage caused by subsidence, heave or landslip:</p> <ul style="list-style-type: none"> i. To domestic fixed fuel tanks, swimming pools, tennis courts, driveways, patios, terraces, walls, gates, fences, hedges, footpaths, bridges, culverts, permanently installed hot tubs and wind turbines unless the private dwelling is also affected at the same time by the same event; ii. To solid floors, unless the walls of the private dwelling are damaged at the same time by the same event; iii. If compensation has been provided (or would have been if it wasn't for this insurance) under any contract or guarantee or by law; iv. Due to faulty design, faulty workmanship or faulty materials; or v. as a result of the coast or riverbank wearing away. <p>g) loss or damage caused by frost to permanently installed hot tubs.</p> <p>h) loss or damage where you sign an agreement with a contractor which needs specific or joint insurance without getting our agreement first.</p>

This section of the insurance also covers	We will not pay
<p>A) Alternative Accommodation and Rent</p> <ul style="list-style-type: none"> a. Loss of rent due to you and ground rent payable to you which you cannot recover; and b. The extra costs of using other accommodation, for you and your domestic pets, as similar to your existing accommodation as possible which you have to pay while the buildings cannot be lived in following loss or damage that is covered under Section One. 	<ul style="list-style-type: none"> a) for loss of rent for more than 36 months; b) for the extra costs of other accommodation for more than 36 months. If you claim for costs of other accommodation under Sections One and Two, we will not pay for costs of other accommodation for a period of more than 36 months in total.
<p>B) Compulsory Evacuation</p> <p>The extra costs of other accommodation for you and your domestic pets, as similar to your existing accommodation as possible, due to a local or police authority preventing you from living in your home because of loss or damage to a neighbouring property.</p>	<p>for the extra costs of other accommodation for more than 36 months. If you claim for costs of other accommodation under Sections One and Two, we will not pay for costs of other accommodation for a period of more than 36 months in total.</p>

Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
C) Trace and Access The cost of finding the source of any water, oil, gas and liquified petroleum gas which has escaped from any fixed tanks, apparatus, pipes or any fixed domestic heating installation within the boundary of your home for which you are legally responsible.	more than the sum insured during the period of insurance .
D) Loss of Domestic Oil, Gas or Liquified Petroleum Gas Up to £10,000 during the period of insurance for accidental loss of domestic heating oil, gas or liquified petroleum gas.	more than £10,000 in total if you claim under Sections One and Two.
E) Increased Metered Water Charges Up to £25,000 during the period of insurance , for increased metered water charges you have to pay after water escapes which gives rise to a claim we accept under Section One.	more than £25,000 in total during the period of insurance if you claim for loss under Sections One and Two.
F) Garden Cover Costs you have to pay to restore your garden following loss or damage by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or damage caused by people acting maliciously or the emergency services.	a) for more than £2,500 for any one plant, tree or shrub; b) for more than 10% of the buildings sum insured during the period of insurance .
G) Selling Your Home Anyone buying your home will have the benefit of the protection provided under Section One between exchange of contracts and when the sale is completed.	if the buildings are insured under any other insurance.
H) Additional Fees and Costs Expenses you have to pay and which we have agreed in writing for additional rebuilding expenses following loss or damage to the buildings which is covered under Section One.	a) for any expenses for preparing a claim or an estimate of loss or damage ; or b) for any costs if government or local authority requirements had been served on you before the loss or damage .
I) New Fixtures and Fittings Up to 25% of the buildings sum insured in any one period of insurance for loss or damage to new fixtures and fittings, fitted furniture and fitted appliances within the home which are waiting to be installed, as long as you let us know within 30 days of delivery to your home .	a) for any loss or damage caused while installing the fixtures and fittings; or b) for items left in the open.

Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
J) Unfixed Building Materials Up to £50,000 in any one period of insurance for loss or damage to unfixed building materials and supplies owned by you and kept within your home for use in the construction, maintenance or alteration of your home .	a) for any loss or damage caused while installing the unfixed building materials; or b) for items left in the open.
K) Replacement Locks Costs you have to pay for replacing locks to safes, alarms and outside doors and windows in the home following theft or loss of keys.	
L) Security Upgrade Up to £25,000 in any one period of insurance towards the cost of upgrading your alarm and security systems following a physical criminal assault on you at the home .	a) for any cost unless you obtain our agreement first; b) following any domestic dispute; c) more than £25,000 in total if you claim under Sections One and Two.
M) Counselling Fees Up to £5,000 during the period of insurance for professional counselling fees following a physical criminal assault on you at the home .	a) for any cost unless you obtain our agreement first; b) following any domestic dispute; c) more than £5,000 in total if you claim under Sections One and Two.
N) Essential Alterations Up to £50,000 during the period of insurance towards essential alterations to the home if you sustain a permanent physical injury as a direct result of a sudden, identified, unexpected and unforeseen accident.	a) for any cost unless you obtain our agreement first; b) for your domestic employees ; c) if the permanent physical injury has been self-inflicted; d) more than £50,000 in total if you claim under Sections One and Two.
O) Temporary Removal of Permanent Fixtures Up to 10% of the buildings sum insured following loss or damage that is covered under Section One in any one period of insurance to permanent fixtures removed from the buildings for up to 60 days for repair, restoration or safekeeping.	for loss or damage of any item of fixtures being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.
P) Medical Emergency Up to £5,000 towards the cost of repairing your home as a result of loss or damage following forcible entry to your home to attend a medical emergency.	

Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
<p>Q) Extended Replacement Cost</p> <p>Where you have a professional valuation for your home, completed within the last 5 years, that we have seen and approved and the sums insured reflect this, taking into consideration an amount for index-linking, we will pay for the cost of rebuilding or repairing damage that is covered under this insurance.</p>	<p>a) unless you tell us about any additions, alterations or improvements you have made since the valuation was carried out and you have amended the sum insured to take into account any additions, alterations or improvements;</p> <p>b) if your home is grade 1 or grade A listed.</p>
<p>R) Similar Property Purchase</p> <p>In the event the buildings of your home are damaged beyond economical repair, and permission to rebuild is refused by your local authority, we agree to pay up to 125% of the rebuilding cost of your home to help you purchase a similar property in the same area.</p>	<p>a) unless the sum insured corresponds with a professional valuation, completed within the last five years that we have seen and approved;</p> <p>b) unless the similar property is located within the same area as your home.</p>
<p>S) Domestic Utility Expenses</p> <p>Following loss or damage to the solar panels attached to your home or wind turbines at your premises, we will pay you for the loss of income which would have been payable to you from your energy supplier had the loss or damage not occurred.</p>	<p>for more than 60 days.</p>
<p>T) Environmental Upgrades</p> <p>If, following a claim under this Section, you decide to install a solar, wind or geothermal power generating system to your home, we will pay towards the cost of installing this system.</p> <p>The most we will pay during the period of insurance is £5,000 or 10% of the insured cost of repairs to the damaged property, whichever is the lesser.</p>	<p>a) unless the heating system at the home is damaged and the damage is part of the loss or damage we have agreed to pay under this Section;</p> <p>b) unless the covered loss we have agreed to pay is more than £10,000;</p> <p>c) if, at the time of the loss, there is already a solar, wind or geothermal power generating system in operation at your home.</p>
<p>U) Fly Tipping</p> <p>Up to £50,000 during the period of insurance to cover the reasonable and necessary costs incurred by you in removing rubbish and waste material which has been deposited on land at your premises without your permission.</p>	

Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
<p>V) Home Upgrades</p> <p>If we have agreed your claim for loss or damage caused by escape of water or flood, we will contribute towards the cost of improvements intended to lessen or prevent a future occurrence of the same type.</p> <p>The most we will pay during the period of insurance is £5,000 or 10% of the insured cost of repairs to the damaged property, whichever is the lesser.</p>	<p>unless the covered loss we have agreed to pay is more than £10,000.</p>

Conditions that only apply to Section One – Buildings

How we deal with your claim

- 1) If **your** claim for loss or **damage** is covered under Section One, **we** will pay the full cost of the repair, less any **excess** applicable, so long as:
 - the **buildings** were in a good state of repair immediately before the loss or **damage**; and
 - the **damage** has been repaired or loss has been reinstated.

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or **damage** the **buildings** were not in a good state of repair.
 - 2) If a loss is paid under additional cover **R) Similar Property Purchase** of this Section, **you** will transfer ownership of the **premises** to **us** and pay **us** all monies **you** may receive as salvage.
 - 3) **We** will not reduce the **sum insured** under Section One after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or **damage**.
 - 4) **We** guarantee repair work carried out to **your premises**, that **we** have authorised following an insured claim, for 12 months from the date the repair work was completed.
- We** do not provide a guarantee for work carried out by a supplier chosen and instructed by **you** unless **you** obtain **our** agreement first.

Limitations that apply to Section One – Buildings

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver** on page 18.
- 2) **We** will not pay more than the **sums insured** for each **premises** shown in the **schedule** other than in accordance with additional covers **Q) Extended Replacement Cost** and **R) Similar Property Purchase** on page 23.

Section Two – Contents

Covering the **contents** of **your home** as defined in this policy.

This cover is Optional. Please read **your schedule** to see if **you** have insurance cover under this section.

What is covered	What is not covered
<p>This insurance covers the contents for loss or damage while at your home and while they are temporarily away from your home anywhere in the world.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none">a) loss or damage directly or indirectly caused by or arising from:<ul style="list-style-type: none">i. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;iii. dryness, dampness, extremes of temperature or exposure to light;iv. chewing, scratching, tearing or fouling by your domestic pets. However, this exclusion will not apply if the total amount of all claims from this cause during the period of insurance is less than £7,500;v. dyeing, cleaning, repairing, renovating, restoration; orvi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the premises.b) the cost of general maintenance or routine redecoration.c) loss or damage caused by mechanical or electrical faults or breakdown.d) loss or damage to property in the open caused by storm, flood or weight of snow.e) loss or damage to freezer contents resulting from the failure of your gas or electricity supply caused by strike or any other industrial action.f) loss or damage to any item being transported, unless it is suitably packed and secured, given the nature of the item and how it is transported.g) loss or damage while the buildings are unoccupied unless the loss or damage is caused by:<ul style="list-style-type: none">i. fire, lightning, explosion or earthquake;ii. aircraft and other flying devices or items dropped from them;iii. storm, flood or weight of snow;iv. collision by any vehicle or animal;v. subsidence, heave or landslip.

Section Two – Contents (continued)

What is covered	What is not covered
	<p>h) loss or damage caused by subsidence, heave or landslip;</p> <ul style="list-style-type: none"> i. as a result of the coast or riverbank wearing away; ii. if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law; iii. due to faulty design, faulty workmanship or faulty materials.

This section of the insurance also covers	We will not pay
<p>A) Glass and Sanitary Ware</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> a. fixed glass and double glazing; and b. sanitary ware <p>forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for.</p>	
<p>B) Loss of Rent</p> <p>Rent you have to pay as occupier if the buildings cannot be lived in following loss or damage that is covered under Section Two.</p>	<p>rent for more than 36 months.</p>
<p>C) Alternative Accommodation</p> <p>The extra costs of using other accommodation, for you and your domestic pets, as similar to your existing accommodation as possible, which you have to pay for if the buildings cannot be lived in following loss or damage that is covered under Section Two.</p>	<p>for the extra costs of other accommodation for more than 36 months. If you claim for costs of other accommodation under Sections One and Two, we will not pay for costs of other accommodation for a period of more than 36 months in total.</p>
<p>D) Home Office Business</p> <p>You for your increased cost of carrying on your home office business caused only and directly by the following:</p> <ul style="list-style-type: none"> a. Loss or damage to your buildings or home office equipment which is covered under this insurance; or b. accidental failure in the supply of gas, water, electricity or telephone service to your home for more than 72 consecutive hours during the period of insurance. 	<ul style="list-style-type: none"> a) for any amount over £50,000; or b) for any increased cost of carrying on your home office business directly or indirectly caused by or resulting from an act of terrorism.

Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
<p>Cover will start from the date on which the loss or damage happens or the service interruption starts. It will continue until you are able to start work at your home again but for no longer than 12 months.</p> <p>The amount we pay will be the extra necessary and reasonable costs you have to pay to continue your home office business, less any savings which result from the reduced costs and expenses during the time your work is interrupted.</p>	
<p>E) Tenants Liability</p> <p>Your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage that is covered under Section Two.</p>	<p>a) for any amount over £1,000,000;</p> <p>b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlords fixtures and fittings;</p> <p>c) for loss or damage arising from subsidence, heave or landslip.</p>
<p>F) Gifts</p> <p>Up to £50,000 during the period of insurance for wedding, anniversary, birthday, religious or other celebration gifts bought by you but not yet given (or which have been bought for you).</p>	<p>a) for loss or damage which we specifically exclude elsewhere under Section Two;</p> <p>b) if you have not told us within 90 days of buying the item.</p>
<p>G) New Acquisitions</p> <p>Up to 25% of the contents sum insured for new items you have bought but which you have not told us about yet.</p>	<p>a) for loss or damage which we specifically exclude elsewhere under Section Two;</p> <p>b) if you have not told us within 90 days of buying the item.</p>
<p>H) Fatal Injury</p> <p>Fatal injury to you caused by fire at the premises or assault elsewhere within the United Kingdom provided that death ensues within 12 months of injury. We will pay</p> <p>a) £125,000 for each insured person aged 16 years and over; and</p> <p>b) £5,000 for each person under 16 years</p> <p>at the time of their death.</p>	
<p>I) Replacement Locks</p> <p>Costs you have to pay for replacing locks to safes, alarms and outside doors and windows in the home following theft or loss of keys.</p>	

Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
J) Increased Metered Water Charges Up to £25,000 during the period of insurance for increased metered water charges you have to pay after water escapes which gives rise to a claim we accept under Section Two.	if you claim for loss under Sections One and Two, more than £25,000 in total during the period of insurance .
K) Loss of Domestic Oil, Gas or Liquefied Petroleum Gas Up to £10,000 during the period of insurance for accidental loss of domestic heating oil, gas or liquefied petroleum gas.	more than £10,000 in total if you claim under Sections One and Two.
L) Contents of Guests Personal property of guests up to £5,000 for each person and personal property of domestic employees (who do not live in any of the homes listed in your schedule) up to £2,500 for each person.	a) for loss or damage which we specifically exclude elsewhere in this policy; b) for loss or damage to their money, valuables or credit cards ; c) if there is any other insurance in place; d) for loss or damage which occurs away from the premises ; e) more than £750 for any one item.
M) Marquees Up to £50,000 for loss or damage to marquees and associated equipment, which are being temporarily loaned or hired to you and for which you are responsible, while at the premises .	a) if you fail to keep to manufacturers or owners written instructions; b) for loss or damage during erection or dismantling; c) if cover is provided under any other insurance.
N) Family in Residential Care Up to £15,000 for loss or damage to the belongings of your parents or grandparents who are living in a residential nursing or care home.	a) more than £2,500 any one event of loss or damage for valuables or gold and silver items; b) for money and credit cards ; c) for loss or damage which we specifically exclude elsewhere in this policy.
O) Hole In One Up to £1,000: a) towards expenses you incur; or b) to a charity of your choice in the event of a hole in one being achieved by you during an official golf competition provided that the certified scorecard and certificate are submitted to us at the time of making a claim.	more than £1,000 during the period of insurance .
P) Kidnap and Ransom Up to a maximum of £50,000 ransom if you are the victim of kidnap during the period of insurance .	for kidnap expenses incurred due to any kidnap and ransom occurrence caused by you , a family member or a covered relative, whether acting alone or in collusion with others.

Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
Q) Security Upgrade Up to £25,000 in any one period of insurance towards the cost of upgrading your alarm and security systems following a physical criminal assault on you at your home .	a) for any cost unless you obtain our agreement first; b) following any domestic dispute; c) more than £25,000 in total if you claim under Sections One and Two.
R) Counselling Fees Up to £5,000 during the period of insurance for professional counselling fees following a physical criminal assault on you at your home .	a) for any cost unless you obtain our agreement first; b) following any domestic dispute; c) more than £5,000 in total if you claim under Sections One and Two.
S) Essential Alterations Up to £50,000 during the period of insurance towards essential alterations to your home if you sustain a permanent physical injury as a direct result of a sudden, identified, unexpected and unforeseen accident.	a) for any cost unless you obtain our agreement first; b) for your domestic employees ; c) if the permanent physical injury has been self-inflicted; d) more than £50,000 in total if you claim under Sections One and Two.
T) Home Upgrades If we have agreed your claim for loss or damage caused by escape of water or flood, we will contribute towards the cost of improvements intended to lessen or prevent a future occurrence of the same type. The most we will pay during the period of insurance is £5,000 or 10% of the insured cost of repairs to the damaged property, whichever is the lesser.	unless the covered loss we have agreed to pay is more than £10,000.

Section Two – Contents (continued)

Limits for certain contents	
We will pay up to:	Special conditions or exceptions
A) Outdoor Items £50,000 or 10% of the contents sum insured , whichever is the greater, for garden furniture, permanently fixed statues and ornaments and other similar items which are normally kept outdoors.	This limit does not apply to radio and television aerials, satellite dishes, their fittings and masts which are attached to your home .
B) Deeds and Registered Bonds £20,000 in total for deeds, registered bonds and other personal documents.	
C) Stamps and Coins £10,000 in total for stamps or coins forming part of a collection unless specified in your schedule under Section Three.	
D) Gold and Silver £25,000 in total for gold and silver unless specified in your schedule under Section Three.	
E) Valuables £25,000 in total for valuables unless specified in your schedule under Section Three.	
F) Antiques and Works of Art £50,000 in total for antiques and works of art unless specified in your schedule , where any item with an individual value of more than £30,000 must be specified in your schedule under Section Three.	
G) Domestic Machinery £25,000 in total for domestic garden machinery and quad bikes used within the premises , golf buggies, non-motorised trailers and mobility aids.	We will only pay for loss or damage by theft, attempted theft and/or malicious damage if these items are locked building when not in use.

Section Two – Contents (continued)

Limits for certain contents	
We will pay up to:	Special conditions or exceptions
H) Watercraft £15,000 in total for manually operated rowing boats, punts, canoes, stand up paddle boards, sailboards or dinghies, including their accessories.	
I) Computer Software and Digital Media £15,000 in total for the cost of replacing your computer software and personal digital media, including music and film, that you have previously legally downloaded to your computer or multimedia device (s) following loss or damage covered by this insurance.	
J) Money £10,000 in total for money .	
K) Credit Cards £35,000 in total for credit cards .	We will only pay amounts you legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. You must comply with the terms and conditions under which the credit cards were issued.

Conditions that only apply to Section Two – Contents

How we deal with your claim

- 1) If **you** claim for loss or **damage** to the **contents**, **we** will repair, replace or pay for any item covered under Section Two.
- 2) Where **you** have a professional valuation, carried out within the last five years, which has been approved by **us** and the **sums insured** reflect this, taking into consideration an amount for index linking, **we** will pay the cost of replacement or repair for **damage** up to 150% of the **sum insured** mentioned within the valuation.
- 3) **We** will not reduce the **sum insured** under Section Two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or **damage**.

Limitations that apply to Section Two – Contents

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver** on page 18.
- 2) **We** will not pay any more than the **sum insured** for each **premises** shown in the **schedule** other than in accordance with Condition 2 above.

Section Three – Valuables, Antiques and Works of Art, Gold and Silver

This cover is Optional. Please read **your schedule** to see if **you** have insurance cover under this section.

What is covered	What is not covered
<p>This insurance covers the Valuables, Antiques and Works of Art, Gold and Silver for loss or damage while at your home and while they are temporarily away from the home anywhere in the world.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> a) Loss or damage directly or indirectly caused by or arising from: <ul style="list-style-type: none"> i. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually; ii. misuse latent defect, faulty design, faulty workmanship or faulty materials; iii. dryness, dampness, extremes of temperature or exposure to light; iv. chewing, scratching, tearing or fouling by your domestic pets. However, this exclusion will not apply if the total amount of all claims from this cause during the period of insurance is less than £7,500; v. dyeing, cleaning, repairing, renovating, restoration or being worked on; or vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the premises. b) Loss or damage caused by mechanical or electrical faults or breakdown. c) Loss or damage to any item being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported. d) More than £25,000 for any one item of valuables unless otherwise stated in the schedule. e) More than £30,000 for any one item of antiques, works of art, gold and silver unless otherwise stated in the schedule. f) loss or damage while the buildings are unoccupied unless the loss or damage is caused by: <ul style="list-style-type: none"> i. fire, lightning, explosion or earthquake; ii. aircraft and other flying devices or items dropped from them; iii. storm, flood or weight of snow; iv. collision by any vehicle or animal; v. subsidence, heave or landslip.

Section Three – Valuables, Antiques and Works of Art, Gold and Silver (continued)

This section of the insurance also covers	We will not pay
<p>A) New Acquisitions</p> <p>We will cover new items you have bought but which you have not told us about yet.</p>	<p>a) for loss or damage which we specifically exclude elsewhere under Section Three;</p> <p>b) more than 25% of the sum insured under this Section for valuables, antiques and works of art, gold and silver;</p> <p>c) if you have not told us about buying the item within 90 days of purchase.</p>
<p>B) Death of an Artist</p> <p>We will automatically increase the insured value of any item listed in the specification for works of art by up to 200% if the artist dies during the period of insurance. We will only do this for the 6 months immediately following the death of that artist.</p>	<p>a) more than £100,000 in total during any one period of insurance;</p> <p>b) if you are unable to provide a professional valuation or purchase receipt and proof of increased value which is less than 5 years old at the time of any loss or damage.</p>
<p>C) Defective Title</p> <p>If, during the period of insurance, someone claims that any item listed in the specification for antiques and works of art is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, we will pay you the amount you paid for it or the value shown in the specification if this is less.</p>	<p>a) more than £100,000 in total during any one period of insurance;</p> <p>b) unless you prove that you made enquiries about where the item came from before you bought it;</p> <p>c) unless you bought the item during the period that the antiques and works of art have been insured with us;</p> <p>d) unless you told us about a claim during the period of insurance.</p>
<p>D) Temporary Removal of Valuables</p> <p>Where an endorsement attaching to your schedule states that valuables are insured when deposited with a bank or in a safe deposit box, we agree to cover them up to a maximum of £50,000 for loss or damage whilst temporarily removed from the bank or safe deposit box for up to 30 days in any one period of insurance without our previous agreement.</p>	<p>for loss or damage</p> <p>a) unless you have a professionally installed safe at the home with an adequate cash rating; or</p> <p>b) unless items are worn, in your custody and control or in the same room as you, at the time that loss or damage takes place.</p>

Section Three – Valuables, Antiques and Works of Art, Gold and Silver (continued)

Conditions that only apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver

How we deal with your claim

1) Valuables

We will repair, replace or pay for any item that is lost or damaged. Where **you** have a professional valuation, carried out within the last five years, which has been approved by **us** for a specified item (and which is specified for the correct value), **we** will pay the cost or replacement or repairing any **damage** up to 150% of the item's specified value.

2) Antiques and Works of Art, Gold and silver

In the event of partial loss or **damage**, **we** will pay all costs and expenses **you** have necessarily incurred, with **our** consent, in restoring the item(s) damaged plus any resulting depreciation in value but not more than the **sum insured** for the damaged item(s).

For specified items individually listed in the **schedule**, **you** may decide whether **we** repair, replace or pay the value of the damaged item(s).

In the event of total loss or destruction of item(s), **we** will pay the **sum insured** for the item(s) or their market value at the time of loss, whichever is the less.

Where **you** have a professional valuation, carried out within the last five years, which has been approved by **us** for a specified item (and which is specified for the correct value), **we** will pay the cost of replacement or repairing any **damage** up to 150% of the item's specified value.

3) Valuables, Antiques and Works of Art, Gold and Silver.

If, following a claim, **you** can produce a professional valuation (not more than five years old) which has been approved by **us**, and is dated previous to the loss, **we** will treat the **sum insured** as automatically agreed.

Limitations that apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver** on page 18.
- 2) **We** will not pay more than the **sums insured** shown in the **schedule** unless **we** agree otherwise, other than in accordance with Conditions 1 and 2 above.

Section Four – Accidents to Domestic Employees

This section will apply automatically provided **you** have selected Section Two - Contents.

What is covered	What is not covered
<p>We will pay for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury (including death or disease) caused by an accident happening during the period of insurance anywhere in the world to your domestic employees employed in connection with the premises shown in the schedule.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none">a) bodily injury (including death or disease) directly or indirectly caused by any motorised or horse-drawn vehicle other than;<ul style="list-style-type: none">i. domestic garden equipment whilst being used within the premises; andii. pedestrian-controlled garden equipment, mobility scooters or wheelchairs or items designed for a child's use;b) bodily injury (including death or disease) directly or indirectly caused by any communicable disease or condition;c) bodily injury (including death or disease) arising whilst the domestic employee is in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the period of insurance;d) fines or penalties, or for damages which are only intended to punish you or to make an example of you.

Condition that only applies to Section Four – Accidents to Domestic Employees

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

Section Five – Legal Liability to the Public

Standard cover and will automatically be shown in **your schedule**.

Part A

This Section applies in the following way:

- If only **buildings** are insured, **your** legal liability as owner only but not as occupier is covered under Part A i) below;
- If only **contents** are insured, **your** legal liability as occupier only but not as owner is covered under Part A i) and Part A ii) below; and
- If **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A i) and Part A ii) below.

What is covered	What is not covered
<p>A) We will pay you:</p> <p>i) as owner or occupier for any amounts you become legally liable to pay as damages for;</p> <p>a) bodily injury (including death or disease); or</p> <p>b) damage to property;</p> <p>caused by an accident happening at the premises during the period of insurance;</p> <p>OR</p> <p>ii) as a private individual for any amounts you become legally liable to pay as damages for;</p> <p>a) bodily injury (including death or disease); or</p> <p>b) damage to property;</p> <p>B) caused by an accident anywhere in the world during the period of insurance.</p>	<p>We will not pay for any liability:</p> <p>a) for bodily injury (including death or disease) to;</p> <p>i. you; or</p> <p>ii. any person who at the time of sustaining the injury is engaged in your service;</p> <p>b) for bodily injury (including death or disease) arising directly or indirectly from any communicable disease or condition;</p> <p>c) for damage to property owned by or in the charge or control of;</p> <p>i. you; or</p> <p>ii. any person engaged in your service;</p> <p>d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days during the period of insurance.</p> <p>e) arising directly or indirectly out of any manual business or employment other than incidental farming.</p> <p>f) which you have assumed under contract and which would not otherwise have been covered by this policy.</p> <p>g) arising out of any criminal acts.</p> <p>h) arising out of your ownership, possession or use of:</p> <p>i. any motorised vehicle other than quad bikes, golf buggies, domestic garden equipment, mobility scooters or wheelchairs, provided that you, or someone acting with your permission, are not using them on any public road where the Road Traffic Act or similar legislation says you must insure them;</p>

Section Five – Legal Liability to the Public (continued)

What is covered	What is not covered
	<ul style="list-style-type: none"> ii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes, stand up paddle boards, sailboards or dinghies; iii. any animal other than incidental farming livestock or a horse or domestic pet, provided the pet is not a dog treated as 'dangerous' under the Dangerous Dogs Act 1991 or similar legislation; or iv. any power operated lift other than those designed for and used by the disabled or infirm and/or lifts that are the subject of an annual maintenance contract with a professional inspection company. i) for any kind of pollution or contamination other than; <ul style="list-style-type: none"> i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises; and ii. reported to us not later than 30 days from the end of the period of insurance; <p>in which case all the pollution or contamination arising out of the accident will be deemed to have happened at the time of the accident.</p> j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises. k) if you are entitled to payment under any other insurance, including but not limited to any house or travel insurance, until the other insurance(s) is exhausted. l) arising out of any goods or products designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by you; or m) for fines or penalties, or for damages which are only intended to punish you or to make an example of you.

Section Five – Legal Liability to the Public (continued)

This Section of the insurance also covers	What is not covered
<p>Part B) Unrecovered Court Awards</p> <p>We will pay for sums which you have been awarded during the period of insurance by a court in the United Kingdom and which still remain outstanding 3 months after the award has been made provided that:</p> <ol style="list-style-type: none"> I. Part A ii) of this section would have paid you had the award been made against you rather than to you; II. there is no appeal pending; and III. you agree to allow us to enforce any right which we will become entitled to upon making payment. 	
<p>Part C) Defective Premises</p> <p>We will pay for any amount you become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you.</p>	<p>We will not pay for:</p> <ol style="list-style-type: none"> a) any liability if you are entitled to payment under any other insurance; b) the cost of repairing any fault or alleged fault.

Limitations that only apply to Section Five – Legal Liability to the Public

We will not pay

- a) for pollution or contamination, more than £10,000,000 in all during the **period of insurance**;
- b) for other liability covered under Section Five, more than £10,000,000 during the **period of insurance** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing, other than under Part B) above where **we** will not pay more than £5,000,000 any one event;
- c) for the vehicles listed in the exception under Part A), **we** will not pay more than £5,000,000 for any one accident or series of accidents arising out of any event, plus the costs and expenses, which **we** have agreed in writing.

Section Six – Annual Travel

This cover is Optional. Please read **your schedule** to see if **you** have insurance cover under this section.

Definitions that only apply to Section Six – Annual Travel

The definitions applying to the whole policy as stated in pages 13 - 16 of this policy will include the following for this section only.

Insured person	Person(s) named in your schedule as insured under this section and all members of your family (including your nanny and other domestic employees) who permanently live with you .
Journey	A trip outside the United Kingdom undertaken by one or more insured persons for social, domestic and pleasure purposes only of up to 90 consecutive days or 30 consecutive days for a winter sports trip, which commences during the period of insurance . It also includes any trip carried out for social, domestic and pleasure purposes only wholly within the United Kingdom involving a pre-booked flight or a minimum of two nights' stay in paid accommodation.
Permanent disability	<ol style="list-style-type: none">1. Total and irrecoverable loss of sight rendering the insured person blind in one or both eyes and being beyond remedy by surgical or other treatment;2. Loss by physical severance of hand or foot at or above the wrist or ankle or permanent total loss of use of an entire arm, hand, leg or foot; or3. Permanent total disablement which entirely prevents an insured person from attending any occupation to which they are suited by experience, education or training without prospect of improvement after 12 months of the accident.

What is covered	What is not covered
<p>Insured Events</p> <p>1. Medical, emergency travel, repatriation and associated expenses</p> <p>If an insured person is injured or becomes ill during a journey, we will pay for the following expenses reasonably and necessarily incurred as a direct result of the injury or illness.</p> <p>a) Medical expenses</p> <p>The costs incurred outside the United Kingdom for medical, surgical or other remedial attention or treatment given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges, including dental expenses incurred in an emergency for immediate pain relief.</p> <p>We will also cover medical expenses, as described above, which are incurred within:</p>	<p>We will not pay:</p> <ol style="list-style-type: none">i) the first £250 of each claim for the insurance provided by paragraphs a), b) and c) of Insured Event 1;ii) more than £10,000,000 for the insurance provided by paragraphs a), b) and c) of Insured Event 1, arising from injury or illness suffered during any one journey;

Section Six – Annual Travel (continued)

What is covered	What is not covered
<ol style="list-style-type: none"> 1. The Channel Islands provided you are permanently resident in England, Scotland, Wales or Northern Ireland; or 2. England, Scotland, Wales or Northern Ireland provided you are permanently resident in the Channel Islands. <p>b) Emergency travel expenses</p> <p>The extra travel and accommodation expenses incurred by an insured person and up to two people who need to travel to, remain with or escort an insured person back to where they are a permanent resident in the United Kingdom if the qualified medical practitioner treating the insured person says this is necessary.</p> <p>c) Repatriation expenses</p> <p>The cost of sending an insured person back to where they are a permanent resident in the United Kingdom by the most suitable transport if our medical adviser, in consultation with the qualified medical practitioner treating the insured person, agrees that this is necessary.</p> <p>d) Funeral expenses</p> <p>If an insured person dies during a journey, we will pay up to £10,000 for funeral expenses abroad or the cost of transporting an insured person's remains back to where they were a permanent resident in the United Kingdom.</p> <p>e) Hospital in-patient benefit</p> <p>We will pay up to £100 per day for each complete 24 hour period an insured person has to spend as a hospital in-patient outside the United Kingdom up to a maximum of 365 days.</p> <p>We will also pay hospital in-patient benefit, as described above, when you are in:</p> <ol style="list-style-type: none"> 1. the Channel Islands provided you are permanently resident in England, Scotland, Wales, Northern Ireland or the Isle of Man; 2. England, Scotland, Wales or Northern Ireland provided you are permanently resident in the Channel Islands or the Isle of Man; or 3. the Isle of Man provided you are permanently resident in the England, Scotland, Wales, Northern Ireland or the Channel Islands. 	<p>iii) for an insured person to be repatriated more than 12 months after the date the insured person was injured or first became ill.</p>

Section Six – Annual Travel (continued)

What is covered	What is not covered
<p>2. Cancellation, curtailment, missed travel arrangements and travel delay</p> <p>a) Cancellation and curtailment</p> <p>We will reimburse an insured person for irrecoverable costs for unused travel and accommodation expenses (including kennel or cattery fees) or rearranged expenses, paid or contracted to be paid, if the original planned journey is cancelled, or rearranged as a result of</p> <ol style="list-style-type: none"> an insured person's death, accidental injury or illness; the death, accidental injury or illness of an insured person's travelling companion or an insured person's (or an insured person's travelling companion's) spouse or partner, close relative or friend, business partner or someone an insured person or an insured person's travelling companion are planning to stay with during the journey; an insured person or their travelling companion or someone an insured person is planning to stay with during the journey being; <ul style="list-style-type: none"> • put in quarantine or called for jury service or as a court witness; • made redundant, as long as the redundancy qualifies for payment under current law; • required to be in the United Kingdom following a burglary at, or major damage to, their home; major damage to an insured person's pre-booked accommodation making it impossible for an insured person to stay there; a hi-jack which prevents an insured person from continuing the journey; the cancellation or delayed departure for 24 hours or more of the scheduled transport on which an insured person is booked to travel because of a strike, riot, civil commotion, fire, flood, earthquake, landslip, avalanche, accident, mechanical breakdown or bad weather; or 	<ol style="list-style-type: none"> the first £250 of each claim for the insurance provided under paragraphs a) and b) of Insured Event 2; more than £25,000 for the cancellation, curtailment or rearrangement of any one journey.

Section Six – Annual Travel (continued)

What is covered	What is not covered
vi. an insured person missing the scheduled public transport on which they are booked to travel on their outward journey because they are unable to leave their home in the United Kingdom for 24 hours or more due to snow, flood, earthquake or landslip .	
<p>b) Missed travel arrangements</p> <p>We will pay an insured person up to £1,000 for the reasonable extra travel and accommodation expenses that they have to pay to continue or complete their journey if, at any time during a journey, they miss the scheduled public transport on which they are booked to travel because:</p> <ul style="list-style-type: none"> i. they are prevented from reaching their departure point by a strike, riot, civil commotion, fire, flood, earthquake, landslip, avalanche or bad weather; or ii. the transport in which the insured person is travelling to the departure point is involved in an accident or breaks down or because a fellow passenger or crew member is injured or taken ill. <p>c) Travel delay</p> <p>If the scheduled public transport on which an insured person is booked to travel at either the start or the end of a journey has been delayed for more than 8 hours because of a strike, riot, civil commotion, fire, flood, earthquake, landslip, avalanche, bad weather, accident or breakdown, we will pay £100.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> i) missed public transport unless the insured person has done everything they can to arrive at the departure point in good time; ii) missed travel arrangements or travel delay due to a strike or industrial action which existed or for which advance warning had been given before the date on which the journey was booked; iii) for missed travel arrangements unless the insured person provides written confirmation from the public transport carrier, or a garage or motoring organisation where appropriate, of the delay and the reason for it; iv) for missed travel arrangements due to avalanche or landslip, where the journey was booked within 14 days of the start date and it was widely known that an avalanche or landslip had occurred at the intended resort; v) for extra travel and accommodation expenses where the tour operator has paid for alternative arrangements. <p>We will not pay for travel delay unless the insured person provides written confirmation from the transport company or their agents of the actual date and time of departure and the reason for the delay.</p>
<p>3. Temporary loss of baggage</p> <p>If an insured person's baggage is temporarily lost for more than 8 hours on the outward part of a journey, we will pay up to £500 towards the cost of buying or hiring essential and reasonable replacement items.</p>	

Section Six – Annual Travel (continued)

What is covered	What is not covered
<p>4. Travel documents</p> <p>If an insured person loses or accidentally damages their essential travel documents during a journey, we will pay the cost of replacing them and for the reasonable and necessary travel and accommodation expenses an insured person incurs in doing so up to £1,000.</p>	
<p>5. Hi-jack and kidnap</p> <p>We will pay £100 for each full day up to a maximum of 30 days that any insured person is detained as the result of hi-jack or kidnap which starts during a journey.</p>	
<p>6. Personal accident</p> <p>If an insured person suffers accidental bodily injury during a journey which directly results within 12 calendar months of the date of the accident in death or permanent disability, we will pay</p> <ul style="list-style-type: none"> a) £100,000; or b) £10,000 if the insured person is less than 18 years old <p>at the time of the accident.</p>	<p>We will not pay for permanent disability to any insured person under more than one of the benefits stated in paragraphs 1, 2 or 3 of the definition of permanent disability.</p>
<p>7. Legal expenses</p> <p>We will pay an insured person's (or their legal representative's) legal expenses incurred whilst negotiating for their legal rights to obtain compensation from a third party for an insured person's death, bodily injury or illness, provided that:</p> <ul style="list-style-type: none"> a) cover only applies for events occurring and notified to us during the period of insurance; b) a lawyer is not appointed to act for an insured person without our written agreement; c) in either our or the appointed lawyer's opinion, it is always more likely than not that the insured person will recover damages; d) we will not be liable for legal expenses incurred before our written acceptance of the claim; 	<p>We will not pay for:</p> <ul style="list-style-type: none"> i) more than £25,000 for any claim for one or more insured persons arising out of a single event; ii) any claim against a travel agent, tour operator, transport company, insurer or insurance agent; iii) any claim against another insured person or travelling companion.

Section Six – Annual Travel (continued)

What is covered	What is not covered
<p>e) the insured person (or their legal representatives) will co-operate with us and an appointed lawyer at all times and provide any information and assistance required; and</p> <p>f) this cover will not apply if legal expenses insurance is provided for the event under Section Seven - Legal Expenses of this policy.</p>	
<p>8. Winter sports extension</p> <p>This extension will only apply if shown in your schedule.</p> <p>If an insured person is on a winter sports holiday, we will pay for the following:</p> <p>a) Ski hire</p> <p>Up to £50 per day for a maximum of 10 days for the reasonable cost of hiring replacement equipment if an insured person's skis, snowboard, poles or boots are damaged, stolen or temporarily lost for more than 8 hours during the journey.</p> <p>b) Ski package</p> <p>If an insured person is unable to ski or snowboard due to illness or an accident arising during a journey and an admissible claim for medical expenses has been agreed under this section for that illness or accident, we will pay up to £200 per week for a maximum of 4 weeks in reimbursement of costs paid or costs the insured person is legally liable to pay which cannot be recovered for the insured person's own unused ski pass, equipment hire or tuition.</p> <p>c) Piste closure</p> <p>Up to £50 per day up to a maximum of 30 days during any one journey for the reasonable extra travel expenses that has to be paid in order to reach the nearest alternative skiing resort if all the winter sports facilities at the insured person's prebooked resort are closed during a journey and no alternative resort is available within an insured person's ski pass area.</p>	<p>We will not pay</p> <p>i) for piste closure when the insured person is on a journey which starts or ends during the period 1st April to 31st December inclusive in the Northern Hemisphere, or during the period 1st October to 30th June inclusive in the Southern Hemisphere;</p> <p>ii) for piste closure, where the journey was booked within 14 days of the start date and it was widely known that an avalanche or landslip had occurred at the intended resort.</p>

Section Six – Annual Travel (continued)

Exclusions that only apply to Section Six – Annual Travel

We will not pay for any claim arising from the following.

1. Any **journey** if, at the time of booking, an **insured person**
 - a) is suffering or recovering from an injury or medical condition that is not stable and under control or for which they have had in-patient treatment or emergency medical care in the preceding 12 months; or
 - b) has been advised not to travel for medical reasons.
2. Any **journey** that
 - a) is for the purpose of having medical or surgical treatment;
 - b) is booked or made by anyone who is under 16 years old at the start of the **journey**, unless they are on an organised school trip or are to be accompanied for the whole trip by an adult; or
 - c) is made by anyone who is 71 years old or over at the start of the **period of insurance**.
3. Medical expenses incurred more than 12 months after the date the **insured person** was injured or first became ill.
4. Cancellation of any **journey** which is booked more than 12 months before its planned start date.
5. Cancellation or curtailment of any **journey** because of a medical condition, unless the **insured person** provides a doctor's certificate to support their claim.
6. Any claim
 - a) for medical expenses arising out of a medical condition which an **insured person** knew about at the time the **journey** was booked or begins, unless the condition is normally stable, under control and has been without the need for in-patient or emergency medical care in the preceding 12 months and the **insured person** has not been advised not to travel;
 - b) arising out of a set of circumstances which the **insured person** knew about at the time the **journey** was booked unless they could not reasonably have expected the circumstances to result in a claim;
 - c) arising out of pregnancy or childbirth within two months before and two months after the estimated date of delivery;
 - d) resulting from any emotional or psychiatric disorder or condition;
 - e) resulting from the **insured person** taking or using drugs or controlled substances, other than drugs prescribed by their doctor and used properly;
 - f) resulting from the **insured person** committing suicide, deliberately injuring themselves or putting themselves in unnecessary danger, unless trying to save a human life;
 - g) resulting from any criminal act by an **insured person**.
7. The cost of any medication an **insured person** needs and was taking before the start of the **journey**.
8. Any claim resulting from the **insured person** taking part in any form of winter sports unless the winter sports extension to this section is stated as insured in **your schedule**.
9. Any claim resulting from the **insured person** taking part in:
 - a) the following winter sports: free-style skiing, ski jumping, heli-skiing, ice hockey, use of bobsleigh runs, any competition (other than races organised by ski schools) or off-piste skiing unless the **insured person** is accompanied by a suitably experienced guide;
 - b) the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
 - i. holds the British Sub Aqua Club "Sports Diver" certificate or the Professional Association of Diving Instructors "Open Water" certificate and follows the relevant Club or Association rules and guidelines at all times; or

Section Six – Annual Travel (continued)

- ii. dives only under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times.
 - c) potholing, caving, hang-gliding, parachuting, sky-diving, parascending, paragliding, parasailing, land yachting, mountaineering or rock-climbing for which ropes or guides would normally need to be used, bungee jumping, white-water rafting unless the **insured person** is accompanied by a suitably qualified guide in rapids classified grade 3 and below, any kind of race (other than on foot), any endurance test or any other activity which is known to carry an increased risk of personal injury.
 - d) any sporting activity for gain or reward.
 - e) armed forces activities including operations, exercises or training.
 - f) flying as a pilot or any other aerial activities other than travel by air as a passenger.
10. Any claim directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS-related complex) or any related virus or illness, or any sexually-transmitted disease.

Conditions that only apply to Section Six – Annual Travel

1. High risk areas

This section will not pay for any claim that occurs in a country that an **insured person** is visiting against the advice or recommendation of the Foreign & Commonwealth Office unless **we** give **our** written permission before they depart.

The Foreign & Commonwealth Office website address is www.fco.gov.uk

2. Claims condition

The failure of an **insured person** to act in accordance with the following may result in their claim being invalid:

- a) In the event of a circumstance arising which will or may lead the **insured person** to make a claim under this section, they must notify **us** of the circumstance as soon as reasonably possible after the end of the **journey**, other than in the event of a medical emergency, when they must act in accordance with condition 3 below;
- b) The **insured person** must provide **us** with all relevant information and documentation in support of their claim that **we** reasonably require within 30 days of request;
- c) In the event of an **insured person** suffering injury or illness resulting in a claim under this section, **we** will not make any payment unless the originals of all receipts and bills in support of the claim have been provided;
- d) In the event of a claim involving injury or illness the **insured person** will, as often as required and at **our** expense, submit to examination by a medical practitioner of **our** choice;
- e) **We** will be entitled to conduct a post mortem examination at **our** own expense in the event of the death of an **insured person**.

Section Six – Annual Travel (continued)

3. Emergency assistance service

If an injury or illness affecting an **insured person** arises whilst they are on a **journey** overseas requiring in-patient hospital treatment, the emergency assistance service must be contacted as soon as possible. **Our** operator, in conjunction with the attending local practitioner, will co-ordinate the most suitable and practical solution to the medical problem, including the option of repatriation.

Your claim for medical and other expenses following injury or illness may be invalid if the emergency assistance service is not contacted in the above circumstances.

Emergency assistance service contact details

Telephone **+44 (0) 208 763 3155**

The service is available 24 hours every day of the year. When calling, please have the following information available.

- **Your** name and the **insured person's** name.
- The telephone or fax number or email address where **you** can be contacted.
- The nature of the medical emergency.
- **Your** BBP Fine Homes Insurance policy number.

Notification of claims under this section

If **you** need to notify **us** of a claim, or of any circumstance that may cause a claim, other than as described in condition 3 above, in the first instance **you** should contact **your broker**.

Section Seven – Legal Expenses

Covering **your legal costs and expenses**.

Standard cover and will automatically be shown in **your schedule**.

Definitions that only apply to Section Seven – Legal Expenses

The definitions applying to the whole policy as stated on pages 13 – 16 of this policy will include or be substituted with the following definitions for this Section only.

Appointed advisor	The solicitor, accountant, mediator or other adviser appointed by us to act on your behalf.
Collective conditional fee agreement	A legally enforceable agreement entered into on a common basis between the appointed advisor and us to pay their professional fees on the basis of “no-win-no-fee”.
Communication costs	The reasonable cost of United Kingdom phone calls, postage, photocopying, or faxes and credit reports where you have taken advice from our Identity Theft Advice and Resolution Service and are advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair your credit rating, restore your identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.
Conditional fee agreement	A legally enforceable agreement between you and the appointed advisor to pay their professional fees on the basis of “no-win-no-fee”.
Domestic employee	Any person who lives at your home and is employed by you under a contract of service to carry out domestic duties for your household.
Geographical limits	For insured events A and C - the European Union, the United Kingdom , Norway and Switzerland. For all other insured events - the United Kingdom .
Insurer	AmTrust Europe Limited (written under unique market reference B0356KA233D12A000 or replacement thereof).
Legal costs and expenses	<ul style="list-style-type: none">a) Legal costs and disbursements reasonably and proportionately incurred by the appointed advisor on the standard basis and agreed by us in advance. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.b) The cost of experts’ reports reasonably and properly incurred by the appointed advisor.c) In civil claims, other side’s costs, fees and disbursements where you have been ordered to pay them or pay them with our agreement.d) Accountancy fees reasonably incurred under insured event G Tax by the appointed advisor and agreed by us in advance.e) Communication costs.f) Accommodation and / or storage costs for insured event M.

Section Seven – Legal Expenses (continued)

Let property	The residential property which is located in England, Wales, Scotland or Northern Ireland and which you let or intend to let under a tenancy agreement .
Reasonable prospects of success	<ul style="list-style-type: none">a) Other than as set out in b) and c) below, a greater than 50% chance of you successfully pursuing or defending the claim and if you are seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.b) In criminal prosecution claims where you:<ul style="list-style-type: none">i. plead guilty, a greater than 50% chance of successfully reducing any sentence or fine; orii. plead not guilty, a greater than 50% chance of that plea being accepted by the court.c) In civil claims involving an appeal, a greater than 50% chance of you being successful.
Small claims court	A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6(1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) 2014; a court in Northern Ireland where the sum in dispute is less than £3,000, or the equivalent jurisdiction in the Channel Islands and Isle of Man or other country where the policy applies.
Tenancy agreement	<p>An agreement you enter into to let your let property to a tenant:</p> <ul style="list-style-type: none">a) Under an assured shorthold tenancy; orb) Under a shorthold tenancy; orc) Under an assured tenancy; <p>as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act;</p> <ul style="list-style-type: none">a) in accordance with the Private Tenancies (Northern Ireland) Order 2006; orb) to a limited company or business partnership for residential purposes by its employees.
We/us/our	ARAG plc who is authorised under an administration agreement to administer this insurance and handle claims on behalf of the Insurer .

Section Seven – Legal Expenses (continued)

How to make a claim

If **you** need to make a claim under this section **you** must notify **us** as soon as possible.

- a) Under no circumstances should **you** instruct **your** own lawyer as the **insurer** will not pay any costs incurred without **our** agreement.
- b) **You** can download a claim form at **www.arag.co.uk/newclaims** or **you** can request one by telephoning **0117 917 1698** between 9am and 5pm Monday to Friday (except bank holidays).
- c) **Your** completed claim form and supporting documentation can be submitted to **us** by email, post or fax. Further details are set out in the claim form itself. **We** will send **you** a written acknowledgment by the end of the next working day after the claim is received.
- d) Within five working days of receiving all the information needed to assess the availability of cover under this section, **we** will write to **you** either:
 - confirming cover under the terms of **your** policy and advising **you** of the next steps to progress **your** claim; or
 - if the claim is not covered, explaining in full why and whether **we** can assist in another way.
- e) When a lawyer is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

How we deal with your claim

Following an insured event as specified under A to M of Section Seven, the **insurer** will pay **your legal costs and expenses** up to £100,000 for all claims related by time or original cause including the cost of appeals, subject to all of the following requirements being met;

- A) The insured event happens within the **geographical limits**.
- B) The claim
 - a) always has **reasonable prospects of success**
 - b) is reported to **us**
 - i. during the **period of insurance**; and
 - ii. as soon as **you** first become aware of circumstances which could give rise to a claim; and
 - iii. within 60 days of rent first becoming over-due where **you** are claiming to pursue rent arrears.
- C) Unless there is a conflict of interest **you** always agree to use the **appointed advisor** chosen by **us** in any claim
 - i. to be heard by the **small claims court** and/or
 - ii. before proceedings have been or need to be issued.
- D) Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **us**.

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

Section Seven – Legal Expenses (continued)

Insured Events

Covering Legal Costs and Expenses

What is covered	What is not covered
A) Personal injury A sudden event that directly causes your physical bodily injury or death.	Any claim relating to: <ul style="list-style-type: none"> a) a condition, illness or disease which develops gradually or over time; b) mental injury, nervous shock, depression or psychological symptoms where you have not sustained physical bodily injury; c) defending any dispute other than an appeal.
B) Clinical negligence A dispute arising from alleged clinical negligence or malpractice.	<ul style="list-style-type: none"> a) Any claim relating to a contract dispute; b) Defending any claim other than an appeal.
C) Consumer contracts A dispute arising out of an agreement or alleged agreement entered into by you for: <ul style="list-style-type: none"> a) buying or hiring consumer goods or services; b) privately selling goods; c) buying or selling your home; d) renting your home as a tenant; e) the occupation of your home under a lease. 	Any claim relating to: <ul style="list-style-type: none"> a) disputes with tenants or where you are the landlord or lessor; b) loans, mortgages, pensions, or any other banking, life or long term insurance products, savings or investments; c) your business activities, trade, venture for gain, profession or employment; d) a contract involving a motor vehicle; e) a settlement due under an insurance policy; f) construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT.
D) Property A dispute relating to visible property owned by you following: <ul style="list-style-type: none"> a) an event which causes damage to your physical property, including your home, your let property and other residence owned and occupied by you from time to time provided that for a claim against your tenant you have prepared, prior to the granting of the tenancy, a detailed inventory of the contents and condition of the let property which the tenant has signed; b) a public or private nuisance or trespass provided that where any boundary is in dispute, you have proof of where the boundary lies. 	<ul style="list-style-type: none"> a) The first £250 of any claim under insured event D b), You must pay this as soon as we accept your claim. b) Any claim relating to: <ul style="list-style-type: none"> i. a contract you have entered into other than a tenancy agreement; ii. any building or land other than your home, your let property or other residence occupied by you from time to time; iii. a motor vehicle; iv. the compulsory purchase of, or demolition, restrictions, controls or permissions placed on your property by any government, local or public authority; v. defending any dispute under insured event D a), other than defending a counter claim or an appeal; c) A dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

Section Seven – Legal Expenses (continued)

What is covered	What is not covered
<p>E) Employment</p> <p>A dispute with your current, former or prospective employer relating to your contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the:</p> <ul style="list-style-type: none"> a) ACAS Code of Practice for Disciplinary and Grievance Procedures; or b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland; <p>have been or ought to have been concluded.</p> <p>You must cooperate fully with ACAS regarding mediation and must not do anything that hinders a successful outcome.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) disputes arising solely from personal injury; b) defending a claim other than defending an appeal; c) legal costs and expenses for an employer's internal disciplinary process or an employee's grievance hearing or appeal; d) your employer's or ex-employer's pension scheme; e) the compromise or settlement agreement between you and your employer. We will be able to help you find a suitable solicitor to assist with this at your own expense.
<p>F) Disputes with domestic employees</p> <p>A dispute with your domestic employee that arises from:</p> <ul style="list-style-type: none"> a) their dismissal by you; b) the terms of a contract of service or service occupancy agreement between you and your domestic employee; c) an alleged breach of your domestic employee's legal rights under employment laws. 	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) disciplinary hearings or internal grievance procedures; b) personal injury; c) you pursuing a claim against your domestic employee other than a claim to recover possession of a part of your home or other accommodation provided by you under a service occupancy agreement.
<p>G) Tax</p> <p>A formal enquiry into your personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) tax returns where HM Revenue & Customs levy a penalty or which contain careless and/or deliberate misstatements; b) a business or venture for personal gain; c) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to your financial arrangements; d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland; e) an investigation by the Fraud Investigation Service of HM Revenue & Customs.

Section Seven – Legal Expenses (continued)

What is covered	What is not covered
<p>H) Legal defence</p> <p>a) Work</p> <p>Your alleged act or omission arising from your work as an employee that results in:</p> <ol style="list-style-type: none"> the police or others with the power to prosecute interviewing you; a prosecution being brought against you in a court of criminal jurisdiction; civil proceedings being brought against you under unfair discrimination laws. <p>b) Motor</p> <p>A motoring prosecution brought against you.</p> <p>c) Landlord</p> <p>Your alleged act or omission arising from your legal obligations in relation to your let property.</p> <p>d) Other</p> <p>A formal investigation or disciplinary hearing brought against you by a professional or regulatory body.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> owning a vehicle or driving without motor insurance or driving without a valid driving licence; a parking offence.
<p>I) Loss of earnings</p> <p>Your absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the appointed advisor or whilst on jury service which results in loss of earnings.</p>	<ol style="list-style-type: none"> Loss of earnings in excess of £1,000; Any sum which can be recovered from the court or tribunal.
<p>J) Identity theft</p> <p>A dispute arising from the use of your personal information without your permission to commit fraud or other crimes provided that you contact our Identity Theft Advice and Resolution Service as soon as you suspect that your identity may have been stolen.</p>	<p>The insurer will not pay for any money claimed, goods, loans or other property or financial loss or benefit obtained as the result of the identity theft.</p>

Section Seven – Legal Expenses (continued)

What is covered	What is not covered
<p>K) Repossession</p> <p>Repossession of your let property provided you have:</p> <ul style="list-style-type: none"> a) demanded rent in writing from your tenant as soon as it is overdue and can provide evidence of this; and b) given the tenant the correct notices for repossession of your let property; and c) a right of possession under either <ul style="list-style-type: none"> i. Schedule 2. Part 1 (grounds 1 to 8); or ii. Schedule 5. Part 1 (grounds 1 to 8); or iii. Part 1, Section 21; or iv. Part 2, Section 33 of the Housing Act 1988 as amended by the Housing Act 1996; the Assured Tenancies (Amendment) England Order 2010 or the Housing (Scotland) Act; or d) a legal right to repossess let property under the provisions of the Private Tenancies (Northern Ireland) Order 2006. 	
<p>L) Recovery of rent arrears</p> <p>Pursuit of your legal right to recover rent due under a tenancy agreement for your let property.</p>	
<p>M) Accommodation & storage costs</p> <ul style="list-style-type: none"> a) Your accommodation costs while you are unable to get possession of your let property. b) Storage costs you incur to store your personal possessions while you are unable to reoccupy your let property. 	<p>The insurer will not pay:</p> <ul style="list-style-type: none"> a) accommodation costs exceeding £175 per day and in excess of £5,250 in total; b) storage costs exceeding £50 for each complete week and in excess of £300 in total.

Section Seven – Legal Expenses (continued)

Exclusions that only apply to Section Seven – Legal Expenses

The exclusions below apply to this section in addition to General Exclusions on page 17.

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

- a) **legal costs and expenses** incurred without **our** consent;
- b) any actual or alleged act or omission or dispute happening before, or existing at the start of the **period of insurance** and which **you** believed or ought reasonably to have believed could have led to a claim under this section;
- c) an amount below £100;
- d) an allegation against **you** involving:
 - i. assault, violence, or dishonesty, malicious falsehood or defamation;
 - ii. the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - iii. illegal immigration;
 - iv. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences);
- e) a dispute between **your** family members;
- f) a deliberate or reckless act on **your** part;
- g) a judicial review;
- h) a dispute arising from or relating to clinical negligence except as provided for an Insured Event B Clinical Negligence;
- i) registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First Tier Tribunal (Property Chamber);
- j) a **let property** which is or should have been registered as a House of Multiple Occupation;
- k) a dispute with **us** not dealt with under Condition 6, or the company that sold this policy;
- l) the payment of fines, penalties or compensation awarded against **you**.

Conditions that only apply to Section Seven – Legal Expenses

The conditions below apply to this section in addition to General Conditions on page 18.

Your responsibilities.

- 1) **You** must
 - a) tell **us** as soon as reasonably possible of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour;
 - b) cooperate fully with **us**, give the **appointed advisor** any instructions required, and keep them updated with the progress of the claim and not hinder them;
 - c) take reasonable steps to claim back **legal costs and expenses** and employment tribunal fees and, where recovered pay them to the **insurer**;
 - d) keep **legal costs and expenses** as low as possible;
 - e) allow the **insurer** at any time to take over any claim and conduct it in **your** name.

Section Seven – Legal Expenses (continued)

2) Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2b) below, **you** may choose an **appointed advisor**. In all other cases no right exists and **we** will choose the **appointed advisor**;
- b) **You** may choose the **appointed advisor** if;
 - i. **we** agree to start legal proceedings or proceedings are issued against **you**;
 - ii. there is a conflict of interest;
except where **your** claim is to be dealt with by the **small claims court** where **we** shall choose the **appointed advisor**.
- c) Where **you** wish to exercise **your** right to choose, **you** must write to **us** with **your** preferred representative's contact details. Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** appointed advisor panel;
- d) If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, cover will end immediately;
- e) For a claim under insured events A) Personal injury, B) Clinical negligence, C) Consumer contracts and E) Employment, **you** must enter into a **conditional fee agreement** or the **appointed advisor** must enter into a **collective conditional fee agreement**, where legally permitted.

3) Consent

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

4) Settlement

- a) **The insurer** has the right to settle the claim by paying its reasonable value;
- b) **You** must not negotiate, settle the claim or agree to pay **legal costs and expenses** without **our** written agreement;
- c) If **you** refuse to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs and expenses**;
- d) **You** must settle **communication costs** arising from insured event J) Identity Theft in the first instance and make a receipted claim to **us** for reimbursement.

5) Barrister's opinion

We may require **you** to obtain and pay for an opinion from a barrister regarding the merits or value of **your** claim. If the opinion supports **you**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which will be binding on **you** and **us**.

This does not affect **your** right in Condition 6) Disputes below.

6) Disputes

If any dispute between **you** and **us** arises from this section, **you** can make a complaint to **us** as described on pages 9 and 10 of this policy and **we** will try to resolve the matter.

7) Acts of Parliament

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

Section Eight – Helplines

The services under this section are available to **you** during the **period of insurance**.

A) Legal and tax advice

If **you** have a legal or tax problem please take advantage of **our** confidential legal and tax advice helpline. The legal advice helpline is open 24 hours a day, 365 days a year and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or personal tax matters falling within United Kingdom law. Services are subject to fair and reasonable use. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax related matters. **You** can get advice by phoning **0330 303 1429**.

B) Identity Theft Advice and Resolution Service

Call between 8am and 8pm for advice about keeping **your** identity secure or if **you** suspect someone has used **your** personal information without **your** permission to commit fraud. **Our** case workers can advise **you** about contacting **your** bank or Credit Card Company and will help **you** to contact credit referencing agencies to restore **your** credit rating. The number is **0333 000 2083**.

In order to check and improve service standards, **your** call may be recorded.

C) Consumer and Landlord Legal Services Websites

Register at www.araglegal.co.uk and enter voucher code

- AFE48BBE98B5 to access **our** digital law guide and download legal documents to help with consumer legal matters.
- EC426C378CB8 to access **our** digital law guide and download legal documents to help with landlord and tenancy legal matters.

Section Nine – Home Emergency

Standard cover and will automatically be shown in **your schedule**.

Covering emergency costs following an insured event which results in a home emergency.

Definitions that only apply to Section Nine – Home Emergency

The definitions applying to the whole policy on pages 13 – 16 will include or be substituted with the following definitions for this Section only.

Central heating boiler	<p>A boiler:</p> <ul style="list-style-type: none">a) located in your home; andb) which has been serviced no more than 12 months before the date of your home emergency.
Contractor	<p>The contractor or tradesperson chosen by us to respond to your home emergency.</p>
Emergency costs	<ul style="list-style-type: none">a) Contractor's reasonable and properly charged labour costs, parts and materials, and where necessary;b) Alternative accommodation costs incurred under Insured Event H. <p>The maximum payable by the Insurer is £1,500 for all claims related by time or original cause.</p>
Home emergency	<p>A sudden unexpected event which clearly requires immediate action in order to:</p> <ul style="list-style-type: none">a) prevent damage or avoid further damage to the home; and/orb) render the home safe or secure; and/orc) restore the main services to the home; and/ord) alleviate any health risk to you.
Insurer	<p>AmTrust Europe Limited (written under unique market reference B0356KA233D12A000 or replacement thereof).</p>
Vermin	<p>Brown or black rats, house or field mice and wasps' or hornets' nests.</p>
We/us/our	<p>ARAG plc who is authorised under an administration agreement to administer this insurance and handle claims on behalf of the Insurer.</p>

How we deal with your claim

Following an insured event which results in a **home emergency** the **insurer** will pay **emergency costs** provided that the claim is reported to **us**

- a) during the **period of insurance**; and
- b) as soon as **you** first become aware of a **home emergency**; and **you** always agree to use the **contractor** chosen by **us**.

Section Nine – Home Emergency (continued)

Insured Events

What is covered	What is not covered
A) Main heating system The total failure or complete breakdown, whether or not caused by accidental damage , of the main heating system (including a central heating boiler , all radiators, hot water pipes and water storage tanks) in your home .	<p>You are not covered for any claim arising from or relating to:</p> <ul style="list-style-type: none"> a) emergency costs which have been incurred before we accept a claim; b) an insured event which happens within the first 48 hours of cover if you purchase this section at a different time from other sections of this policy; c) emergency costs if there is no one at home when the contractor arrives and access cannot be gained; d) any matter occurring before or existing at the start of the period of insurance and which you believed or ought reasonably to have believed could give rise to a claim under this section; e) any wilful or neglectful act or omission or any third party interference or faulty workmanship which does not comply with the recognised industry standards or manufacturer's instructions; f) a main heating system (including a central heating boiler) which is more than 15 years old; g) LPG fuelled, oil fired, warm air and solar heating systems; or boilers with an output over 60Kw/hr; h) the cost of making permanent repairs including any redecoration or making good the fabric of your home; <ul style="list-style-type: none"> i. once the emergency situation has been resolved; ii. arising from damage caused in the course of the repair or investigation of the cause of the Insured Event or in gaining access to your home; i) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply; j) the replacement of parts that suffer damage or the gradual process of wear and tear over time (for example dripping taps, washers or discs forming part of a tank pipe or tap); k) garages (unless integral), outbuildings, boundary walls, hedges, cess pits fuel tanks or septic tanks; l) your home being left unoccupied for more than 30 days consecutively;
B) Plumbing and drainage The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within your home , which results in a home emergency .	
C) Home security Damage (whether or not accidental) or the failure of external doors, windows or locks, which compromises the security of your home .	
D) Toilet unit Breakage or mechanical failure of a toilet bowl in your home or cistern resulting in the loss of function.	
E) Domestic power supply The failure, whether or not caused accidentally, of your home's domestic electricity or gas supply.	
F) Lost keys Loss or theft of the only available set of keys to your home if you cannot replace them to gain normal access.	
G) Vermin infestation Vermin causing damage inside the home or a health risk to you .	
H) Alternative accommodation costs Your overnight accommodation costs including transport to the accommodation following a home emergency which makes the home unsafe, insecure or uncomfortable to stay in overnight.	

Section Nine – Home Emergency (continued)

What is covered	What is not covered
	<ul style="list-style-type: none">m) goods or materials covered by a manufacturer's, supplier's or installers' warranty;n) the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use;o) subsidence, landslip or heave;p) a property that you rent or let;q) blockage of supply or waste pipes to your home due to freezing weather conditions.

How to make a claim

If **you** have a **home emergency**;

- a) Please telephone 0330 303 1428 (lines are open 24 hours a day, 365 days a year) as soon as possible, providing **us** with **your** name, address, postcode and the nature of the problem.
- b) **We** will record **your** details and then decide on the best course of action to limit **your** loss and/or repair the **damage**. If the event relates to an emergency covered by this section **we** will call out a member of **our** emergency **contractor** network. Poor weather conditions or remote locations may affect normal standards of service.
- c) If **you** are claiming for alternative accommodation costs **you** must obtain **our** authority to incur costs before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed.
- d) It is important **you** notify **us** as soon as possible of any claim, and do not call out **your** own **contractors** as **we** will not pay their costs.
- e) **You** must report any major emergency which could result in serious **damage** to **your home** or injury, to the Emergency Services or the company that supplies the service.
- f) **Your** call may be recorded for training and security purposes and will be answered as soon as possible.

Conditions that only apply to Section Nine – Home emergency

The conditions below apply to this Section in addition to General Conditions on page 18.

a) Your responsibilities

You must:

- i. not do anything that hinders **us** or the **contractor**;
- ii. tell **us** without delay after becoming aware of a **home emergency**;
- iii. tell **us** as soon as reasonably possible of anything that might materially alter **our** assessment of the claim;
- iv. cooperate fully with the **contractor** and **us**;
- v. take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**;
- vi. minimise any **emergency costs** and try to prevent anything happening that may cause a claim;
- vii. allow **us** at any time to take over and conduct in **your** name any claim, proceedings or investigation;
- viii. be able to prove that the **central heating boiler** has been serviced within 12 months previous to a **home emergency** claim.

b) Our consent

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

c) Settlement

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

d) Disputes

If any dispute between **you** and **us** arises from this section **you** can make a complaint to **us** as described on page 9 and **we** will try to resolve the matter.

