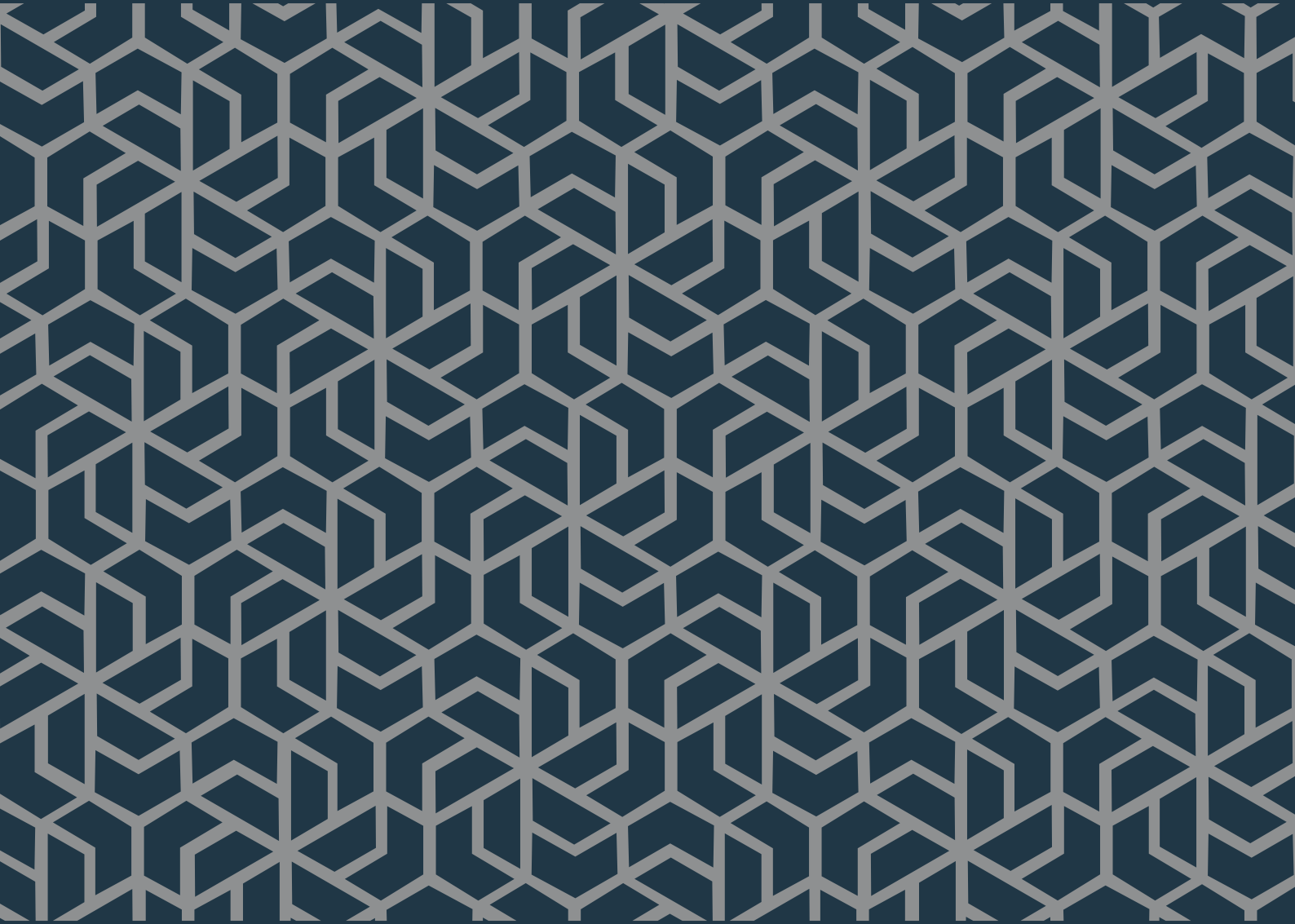




TL Dallas  
INSURANCE SINCE 1919

100  
*years*



# Distinguished Home

## Policy Wording

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# Introduction

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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 Distinguished Home 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 facts 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” on page 4 and **your** duties under the insurance as a whole.

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

If **you** don't meet these conditions, **we** may reject or reduce a claim payment or increase **your** premium. In some cases **your** cover may no longer be valid.

## 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

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## 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**:

- Immediately 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 £50,000;
- 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);
  - 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:

## Important Information (continued)

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- 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

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### How to make changes to this insurance

So that **we** can ensure you're fully covered with **us**, you'll need to let **your** broker know about any changes in **your** circumstances throughout the year. **You** can do this using the contact number shown in the 'Important Phone Numbers' part of this schedule. **You** should let **your** broker know within 30 days as soon as **you** know about any of the following changes:

- Any increase in the value of the items shown on **your** schedule
- Any changes to the information you've previously provided to **us** and shown on the most recent 'Statement of Facts' document sent to **you**
- You're going to move home permanently

### Why you need to let your broker know of any changes

**We** may re-assess **your** cover, terms and conditions of **your** policy and the price when we're told about changes in **your** circumstances. If **you** don't tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, a claim might be rejected or a payment could be reduced. In certain circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

### 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)

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### How to cancel this insurance

#### During the cooling off period

**You** may cancel this insurance within 14 days:

- of buying this insurance or
- of 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 facts; 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)

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**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 Five**

#### **Your duties:**

- 1) **You** must notify **your broker** or the claims handler immediately 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 immediately 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 immediately 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 23*
- Conditions that only apply to Section Two – Contents *on page 29*
- Conditions that only apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver *on page 31*
- Condition that only applies to Section Four – Accidents to Domestic Employees *on page 33*

### **Section Six – Legal Expenses**

If **you** need to make a claim under this Section **you** must notify **us** immediately.

**You** can download a claim form at [www.arag.co.uk/newclaims](http://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 39* and “Conditions that only apply to Section Six - Legal Expenses” *on page 44*.

### **Section Seven – 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 8am and 8pm.



## Other Important Information (continued)

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Consumer Legal Services: Register at [www.araglegal.co.uk/arag](http://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 Seven *on page 46* for full details of these services.

### **Section Eight – Home Emergency**

Please telephone 0330 303 1427 immediately (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 49* and “Conditions that only apply to Section Eight – Home Emergency” *on page 50*.

### **Fraudulent claims**

If **you** or anyone acting on **your** behalf makes a claim under **your** policy that is dishonest, exaggerated or relies upon false 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 5:** Please contact BMS Group Limited

**Sections 6 to 8:** Please contact **ARAG**. In respect of Section Eight – Home Emergency, **you** should call the number **you** rang to report **your** claim.

In the event that **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 5:**

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

#### **Sections 6 to 8:**

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

## Other Important Information (continued)

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### Sections 1 to 5:

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](mailto:complaints@lloyds.com)  
**Website:** [www.lloyds.com](http://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](http://www.lloyds.com/complaints) and are also available from the above address.

### All Sections:

If **you** remain dissatisfied after Lloyd's has considered **your** complaint (Sections 1 to 5), 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](mailto:complaint.info@financial-ombudsman.org.uk)  
**Website:** [www.financial-ombudsman.org.uk](http://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 (10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website [www.fscs.org.uk](http://www.fscs.org.uk)

## Other Important Information (continued)

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### 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](http://www.bmsgroup.com)

In respect of Section 1 to 5, RSA's privacy policy can be found online at:

<https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

In respect of Section 6 to 8, ARAG's full Privacy Notice can be found online at:

<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

### 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

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if you live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

## Other Important Information (continued)

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### Language

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

### Sanction

**We** shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the period of insurance **we** may cancel this policy immediately by giving you written notice at **your** last known address.

### 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

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The following words will have the same meaning wherever they appear in this policy, **schedule** and any **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.

<b>Additional rebuilding expenses</b>	Architects', surveyors', consulting engineers', land agents' fees and legal fees, the cost of removing debris and making the <b>buildings</b> safe; and costs <b>you</b> are responsible for to meet any government or local authority requirements following <b>damage</b> to the <b>buildings</b> which is covered under Section One – Buildings.
<b>Antiques and works of art</b>	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 <b>your home</b> , rugs, tapestries, wine, clocks, barometers and all other collectable property owned by <b>you</b> or for which <b>you</b> are legally responsible and which is not business property.
<b>ARAG/our administrators</b>	<b>ARAG</b> Plc registered in England number 02585818; registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN, who <b>we</b> have authorised to administer Sections 6 - 8 of this insurance. <b>ARAG</b> Plc is authorised and regulated by the Financial Conduct Authority firm registration 452369.
<b>British Isles</b>	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Buildings</b>	<p>The <b>home</b>, its' decorations and <b>tenant's improvements</b> including:</p> <ul style="list-style-type: none"><li>• fixtures and fittings attached to <b>your home</b> (including radio and television aerials, satellite dishes, their fittings and masts and solar panels attached to the building);</li><li>• fixed water tanks, apparatus and pipes;</li><li>• underground service pipes and cables, sewers, drains and septic tanks; and</li><li>• 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</li></ul> <p>owned by <b>you</b> or for which <b>you</b> are legally responsible within the <b>premises</b>.</p>
<b>Computer viruses</b>	Any instruction from an unauthorised source that spreads itself over a computer system or network and corrupts information.
<b>Contents</b>	<p>Household goods and personal possessions, which belong to <b>you</b> or for which <b>you</b> are legally responsible.</p> <p><b>Contents</b> includes:</p> <ul style="list-style-type: none"><li>• <b>money</b> and <b>credit cards</b>;</li><li>• deeds and registered bonds;</li><li>• fridge and freezer contents;</li><li>• garden furniture and items normally kept outdoors;</li><li>• guns;</li><li>• furs;</li><li>• <b>home office equipment</b>;</li><li>• tenants' fixtures and fittings; and</li><li>• domestic oil, metered water, gas and liquified petroleum gas.</li></ul>

## General Definitions (continued)

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	<p><b>Contents</b> does not include:</p> <ul style="list-style-type: none"><li>• motor vehicles (other than domestic garden machinery and quad bikes used within the <b>premises</b>, golf buggies, non-motorised trailers and mobility aids);</li><li>• caravans or their accessories;</li><li>• any living creature, pet or livestock;</li><li>• plants or trees;</li><li>• aircraft;</li><li>• watercraft (other than manually operated rowing boats, punts or canoes, sailboards or dinghies including their accessories);</li><li>• any part of the <b>buildings</b> other than radio and television aerials, satellite dishes, their fittings and masts which are attached to <b>your home</b>;</li><li>• any property held or used for business purposes other than <b>home office equipment</b>.</li></ul>
<b>Credit cards</b>	<p>Credit, charge, debit, bank, prepaid and cash dispenser cards.</p> <p><b>Credit cards</b> does not include:</p> <ul style="list-style-type: none"><li>• store cards and loyalty cards which cannot be used as a means to purchase goods and services;</li><li>• <b>credit cards</b> used for or held for any trade, business or professional purposes.</li></ul>
<b>Damage</b>	<p>Physical <b>damage</b> to or destruction of property.</p>
<b>Domestic employees</b>	<p>Any person working for <b>you</b> in connection with domestic duties who is:</p> <ul style="list-style-type: none"><li>• Employed by <b>you</b> under a contract of service; or</li><li>• Self-employed and working on a labour-only basis under <b>your</b> control or supervision.</li></ul>
<b>Endorsement</b>	<p>A change in the terms and conditions of this insurance.</p>
<b>Excess</b>	<p>The first part of any claim which <b>you</b> must pay.</p>
<b>Garden</b>	<p>The ground next to <b>your home</b> and within the <b>premises</b> which is used only:</p> <ul style="list-style-type: none"><li>• for growing flowers, plants, trees, shrubs, fruit and vegetables (but not as a business) and</li><li>• as a place of relaxation and enjoyment.</li></ul> <p>The <b>garden</b> does not include:</p> <ul style="list-style-type: none"><li>• woods, fields and paddocks exceeding 3 acres in all.</li></ul>
<b>Gold and silver</b>	<p><b>Gold and silver</b> and <b>gold and silver</b> plated items.</p>
<b>Heave</b>	<p>Upward and/or lateral movement of the site on which <b>your buildings</b> stand caused by the swelling of the ground.</p>
<b>Home</b>	<p>The private dwelling built of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b>.</p>
<b>Home Office Equipment</b>	<p>Computer equipment, printers, office furniture, supplies, telecommunication equipment, stationery, books, records and documents used to conduct business from <b>your home</b>, owned by <b>your</b> business or for which <b>your</b> business is legally responsible.</p>
<b>Landslip</b>	<p>Downward movement of sloping ground.</p>

## General Definitions (continued)

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<b>Money</b>	All of the following held or used for private domestic purposes: <ul style="list-style-type: none"><li>• Current legal tender, cheques, postal and money orders;</li><li>• Postage stamps not forming part of a stamp collection;</li><li>• Savings stamps and savings certificates, travellers' cheques;</li><li>• Premium bonds and gift tokens; and</li><li>• Travel tickets.</li></ul>
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Permanent Physical Injury</b>	<ul style="list-style-type: none"><li>• Loss by physical separation of an arm or hand or a leg at or above the ankle;</li><li>• Permanent loss of use of a complete arm, foot or leg; or</li><li>• Loss of sight resulting in the injured person being eligible for certification as registered blind;</li></ul> occurring during the <b>period of insurance</b> .
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , details of the <b>premises</b> , the <b>sums insured</b> , the <b>period of insurance</b> and the Sections of this insurance and any <b>endorsements</b> which apply.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates or tiles.
<b>Subsidence</b>	Downward movement of the site on which <b>your buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves.
<b>Sum Insured</b>	The amount shown on the <b>schedule</b> as the most <b>we</b> will pay for claims resulting from one incident unless otherwise stated in this policy document or on the <b>schedule</b> .
<b>Tenant's improvements</b>	Alterations and decorations, which have been made by <b>you</b> or a previous occupier, that are not insured under any other insurance.
<b>Terrorism</b>	Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from, or in connection with any act of terrorism. For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical, radiological and/or nuclear force or contamination by any person(s), whether acting alone, or on behalf of, or in connection with, any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government(s) or put any section of the public in fear.
<b>Unoccupied</b>	If at the time of the loss or <b>damage</b> the <b>premises</b> have not been lived in for 60 consecutive days or are not sufficiently furnished for normal living purposes.
<b>Valuables</b>	<ul style="list-style-type: none"><li>• Jewellery, including unset precious or semi-precious stones; and</li><li>• Watches.</li></ul>

## General Definitions (continued)

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<b>Vermin</b>	Brown or black rats, house or field mice and wasps' or hornets' nests.
<b>We, us or our</b>	Insurer(s) as shown in the policy <b>schedule</b> administered by BMS Group Limited.
<b>You/Your</b>	<p>The person or persons named as policyholder on your policy schedule and any of the following people, as long as they normally live with you:</p> <ul style="list-style-type: none"><li>• Your husband, wife or partner</li><li>• Your children (including foster children and adopted children)</li><li>• Your relatives</li><li>• A partner, husband or wife of your children</li><li>• Your domestic employees – someone employed to carry out domestic duties associated with your home, for example, a nanny or carer.</li></ul>
<b>Your Broker</b>	The person, people or company who arranged this insurance for <b>you</b> .



# General Exclusions

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## a) Building Works

We will not pay for loss, **damage** or liability caused by building works over £50,000 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; and
- 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; or
  - c. cyber-attack.

## 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 immediately following **your** becoming aware, or when **you** ought to have become aware, of the leakage.

# General Conditions

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## a) Building Works

**You** must tell **your broker** at least 30 days before **you** start any building works over £50,000 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

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

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

## e) Excess

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

<u>Section</u>	<u>Applicable excess</u>
Section One – Buildings	£1,000 for <b>subsidence, heave or landslip</b> ; 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	£250 for all claims
Section Four – Accidents to Domestic Employees	Nil
Section Five – Legal Liability to the Public	Nil
Section Six – Legal Expenses	£250 for claims under cover D) Property b) Nil for all other claims
Section Seven – Helplines	Nil
Section Eight – 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.

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 <b>buildings</b> for loss or <b>damage</b>.</p>	<p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>a) loss or <b>damage</b> directly or indirectly caused by or arising from:               <ul style="list-style-type: none"> <li>i. warping, shrinking, collapse or normal settlement (such as structures bedding down or settlement of newly made up ground);</li> <li>ii. moth, <b>vermin</b>, wear and tear, infestation, corrosion, damp, wet or dry rot, mould, or anything which happens gradually;</li> <li>iii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;</li> <li>iv. dryness, dampness, extremes of temperature or exposure to light;</li> <li>v. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the <b>premises</b>.</li> </ul> </li> <li>b) more than £2,500 in all for claims under this policy for chewing, scratching, tearing or fouling by <b>your</b> domestic pets.</li> <li>c) loss or <b>damage</b> to gates, fences and hedges caused by storm, flood or weight of snow.</li> <li>d) the cost of general maintenance, electrical or mechanical faults or breakdown.</li> <li>e) loss or <b>damage</b> caused by frost other than to fixed water tanks, apparatus or pipes.</li> <li>f) loss or <b>damage</b> while the <b>buildings</b> are <b>unoccupied</b> unless the loss or <b>damage</b> is caused by:               <ul style="list-style-type: none"> <li>i. fire, lightning, explosion or earthquake;</li> <li>ii. aircraft and other flying devices or items dropped from them;</li> <li>iii. storm, flood or weight of snow;</li> <li>iv. collision by any vehicle or animal;</li> <li>v. <b>subsidence, heave or landslip</b>.</li> </ul> </li> </ul>

## Section One – Buildings (continued)

What is covered	What is not covered
	<p>g) loss or <b>damage</b> caused by <b>subsidence, heave or landslip</b>:</p> <ul style="list-style-type: none"> <li>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;</li> <li>ii. to solid floors, unless the walls of the private dwelling are damaged at the same time by the same event;</li> <li>iii. if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law;</li> <li>iv. due to faulty design, faulty workmanship or faulty materials; or</li> <li>v. as a result of the coast or riverbank wearing away.</li> </ul> <p>h) loss or <b>damage</b> caused by frost to permanently installed hot tubs.</p> <p>i) loss or <b>damage</b> where <b>you</b> sign an agreement with a contractor which needs specific or joint insurance without obtaining <b>our</b> agreement first.</p>

This Section of the insurance also covers	We will not pay
<p><b>A) Alternative Accommodation and Rent</b> If there has been <b>damage to your buildings</b> covered under Section One or the local authority prevents <b>you</b> from living in <b>your home</b> because of loss or <b>damage</b> to a neighbouring property <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>a) Loss of rent due to <b>you</b> and ground rent payable to <b>you</b> which <b>you</b> cannot recover;</li> <li>b) The extra costs of other accommodation for <b>you</b> and <b>your</b> domestic pets and horses as similar to <b>your</b> existing accommodation as possible.</li> </ul>	<ul style="list-style-type: none"> <li>a) for loss of rent for more than 36 months;</li> <li>b) for the extra costs of other accommodation for more than 36 months. If <b>you</b> claim for costs of other accommodation under Sections One and Two, <b>we</b> will not pay for costs of other accommodation for a period of more than 36 months in total.</li> </ul>
<p><b>B) Trace and Access</b> The cost of finding the source of any water, oil, gas or liquified petroleum gas which has escaped from any fixed tanks, apparatus, pipes or any fixed domestic heating installation within the boundary of <b>your home</b> for which <b>you</b> are legally responsible.</p>	<p>more than £50,000 during the <b>period of insurance</b>.</p>

## Section One – Buildings (continued)

This Section of the insurance also covers	We will not pay
<p><b>C) Loss of Domestic Oil, Gas or Liquefied Petroleum Gas</b> Up to £5,000 during the <b>period of insurance</b> for accidental loss of domestic heating oil, gas or liquefied petroleum gas.</p>	<p>more than £5,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>D) Increased Metered Water Charges</b> Up to £10,000 during the <b>period of insurance</b> for increased metered water charges <b>you</b> have to pay after water escapes which gives rise to a claim <b>we</b> accept under Section One.</p>	<p>more than £10,000 in total during the <b>period of insurance</b> if <b>you</b> claim under Sections One and Two.</p>
<p><b>E) Garden Cover</b> Costs <b>you</b> have to pay to restore <b>your garden</b> following loss or <b>damage</b> by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or <b>damage</b> caused by people acting maliciously or the emergency services.</p>	<p>a) for more than £1,000 for any one plant, tree or shrub; b) for more than 10% of the <b>buildings sum insured</b> during the <b>period of insurance</b>.</p>
<p><b>F) Selling Your Home</b> Anyone buying <b>your home</b> will have the benefit of the protection provided under Section One between exchange of contracts and when the sale is completed.</p>	<p>if the <b>buildings</b> are insured under any other insurance.</p>
<p><b>G) Additional Fees and Costs</b> Expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for <b>additional rebuilding expenses</b> following loss or <b>damage</b> to the <b>buildings</b> which is covered under Section One.</p>	<p>a) for any expenses for preparing a claim or an estimate of loss or <b>damage</b>; or b) for any costs if government or local authority requirements had been served on <b>you</b> before the loss or <b>damage</b>.</p>
<p><b>H) New Fixtures and Fittings</b> Up to 20% of the <b>buildings sum insured</b> in any one <b>period of insurance</b> for loss or <b>damage</b> to new fixtures and fittings, fitted furniture and fitted appliances within <b>your home</b> which are waiting to be installed, as long as <b>you</b> notify <b>us</b> within 30 days of delivery to <b>your home</b>.</p>	<p>a) for any loss or <b>damage</b> caused while installing the fixtures and fittings; or b) for items left in the open</p>
<p><b>I) Unfixed Building Materials</b> Up to £25,000 in any one <b>period of insurance</b> for loss or <b>damage</b> to unfixed building materials and supplies owned by <b>you</b> and kept within <b>your home</b> for use in the construction, maintenance or alteration of <b>your home</b>.</p>	<p>a) for any loss or <b>damage</b> caused while installing the unfixed building materials; or b) for items left in the open.</p>
<p><b>J) Replacement Locks</b> Costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors and windows in <b>your home</b> following theft or loss of keys.</p>	

## Section One – Buildings (continued)

This Section of the insurance also covers	We will not pay
<p><b>K) Security Upgrade</b> Up to £10,000 during the <b>period of insurance</b> towards the cost of upgrading <b>your</b> alarm and security systems following a physical criminal assault on <b>you</b> at <b>your home</b>.</p>	<p>a) for any cost unless <b>you</b> obtain <b>our</b> agreement first; b) following any domestic dispute; c) more than £10,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>L) Counselling Fees</b> Up to £5,000 during the <b>period of insurance</b> for professional counselling fees following a physical criminal assault on <b>you</b> at <b>your home</b>.</p>	<p>a) for any cost unless <b>you</b> obtain <b>our</b> agreement first; b) following any domestic dispute; c) more than £5,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>M) Essential Alterations</b> Up to £25,000 during the <b>period of insurance</b> towards essential alterations to the <b>home</b> if <b>you</b> sustain a <b>permanent physical injury</b> as a direct result of a sudden, identified, unexpected and unforeseen accident.</p>	<p>a) for any cost unless <b>you</b> obtain <b>our</b> agreement first; b) for <b>your domestic employees</b>; c) if the <b>permanent physical injury</b> has been self-inflicted; d) more than £25,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>N) Extended Replacement cost</b> Up to 125% of the <b>buildings sum insured</b> in the event of <b>your home</b> being damaged beyond economical repair and the cost of rebuilding <b>your home</b> being more than the <b>sum insured</b>.</p>	<p>a) unless the <b>sum insured</b> corresponds with a professional valuation, completed within the last five years, that <b>we</b> have seen and approved, and where the <b>sum insured</b> has been index linked each year; b) for any Grade I, II* or Grade A listed buildings.</p>
<p><b>O) Similar Property Purchase</b> Up to 125% of the <b>buildings sum insured</b> in the event of <b>your home</b> being damaged beyond economical repair and permission to rebuild <b>your home</b> being refused by <b>your</b> local authority, to help <b>you</b> purchase a similar property in the same area.</p>	<p>a) unless the <b>sum insured</b> corresponds with a professional valuation, completed within the last five years, that <b>we</b> have seen and approved, and where the <b>sum insured</b> has been index linked each year; b) unless the similar property is located within the same area as <b>your home</b>.</p>

## Section One – Buildings (continued)

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### 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 **O) 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 so 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 any 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** shown on **your schedule** other than in accordance additional covers **N) Extended Replacement Cost** and **O) Similar Property Purchase** on page 22.

## Section Two – Contents

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

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 <b>contents</b> for loss or <b>damage</b> while at <b>your home</b> and while they are temporarily away from <b>your home</b> anywhere in the world.</p>	<p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>a) loss or <b>damage</b> directly or indirectly caused by or arising from:               <ul style="list-style-type: none"> <li>i. moth, <b>vermin</b>, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;</li> <li>ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;</li> <li>iii. dryness, dampness, extremes of temperature or exposure to light;</li> <li>iv. dyeing, cleaning, repairing, renovating, restoration; or</li> <li>v. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the <b>premises</b>.</li> </ul> </li> <li>b) more than £2,500 in all for claims under this policy for chewing, scratching, tearing or fouling by <b>your</b> domestic pets.</li> <li>c) the cost of general maintenance or routine redecoration.</li> <li>d) loss or <b>damage</b> caused by mechanical or electrical faults or breakdown.</li> <li>e) loss or <b>damage</b> to property in the open caused by storm, flood or weight of snow.</li> <li>f) loss or <b>damage</b> to freezer contents resulting from;               <ul style="list-style-type: none"> <li>i. deliberate disconnection by the utility company of the electricity supply to <b>your home</b>; or</li> <li>ii. the failure of <b>your</b> gas or electricity supply caused by strike or any other industrial action.</li> </ul> </li> <li>g) loss or <b>damage</b> to any item being transported, unless it is suitably packed and secured, given the nature of the item and how it is transported.</li> <li>h) loss or <b>damage</b> while the <b>buildings</b> are <b>unoccupied</b> unless the loss or <b>damage</b> is caused by:               <ul style="list-style-type: none"> <li>i. fire, lightning, explosion or earthquake;</li> <li>ii. aircraft and other flying devices or items dropped from them;</li> <li>iii. storm, flood or weight of snow;</li> <li>iv. collision by any vehicle or animal;</li> <li>v. <b>subsidence, heave or landslip</b>.</li> </ul> </li> </ul>



## Section Two – Contents (continued)

What is covered	What is not covered
	i) loss or <b>damage</b> caused by <b>subsidence, heave or landslip</b> ; <ol style="list-style-type: none"> <li>i. as a result of the coast or riverbank wearing away;</li> <li>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;</li> <li>iii. due to faulty design, faulty workmanship or faulty materials.</li> </ol>

This Section of the insurance also covers	We will not pay
<b>A) Glass and Sanitary Ware</b> Accidental breakage of: <ol style="list-style-type: none"> <li>a. fixed glass and double glazing; and</li> <li>b. <b>sanitary ware</b>;</li> </ol> forming part of the <b>buildings</b> which <b>you</b> are legally responsible for as a tenant and do not have other insurance for.	
<b>B) Loss of Rent</b> Rent <b>you</b> have to pay as occupier if the <b>buildings</b> cannot be lived in following loss or <b>damage</b> that is covered under Section Two.	rent for more than 36 months.
<b>C) Alternative Accommodation</b> The extra costs of using other accommodation, for <b>you</b> and <b>your</b> domestic pets and horses, as similar to <b>your</b> existing accommodation as possible, which <b>you</b> have to pay if the <b>buildings</b> cannot be lived in following loss or <b>damage</b> that is covered under Section Two.	for the extra costs of other accommodation for more than 36 months. If <b>you</b> claim under Sections One and Two, <b>we</b> will not pay for costs of other accommodation for a period of more than 36 months in total.
<b>D) Gifts</b> Up to £20,000 during the <b>period of insurance</b> for wedding, anniversary, birthday, religious or other celebration gifts bought by <b>you</b> but not yet given (or which have been bought for <b>you</b> ).	<ol style="list-style-type: none"> <li>a) for loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy;</li> <li>b) after 60 days of buying the item if <b>you</b> have not told <b>us</b> about doing so.</li> </ol>
<b>E) New Acquisitions</b> Up to 25% of the <b>contents sum insured</b> for new items <b>you</b> have bought but which <b>you</b> have not yet told <b>us</b> about.	<ol style="list-style-type: none"> <li>a) for loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy;</li> <li>b) if <b>you</b> have not told <b>us</b> within 60 days of buying the item.</li> </ol>

## Section Two – Contents (continued)

This Section of the insurance also covers	We will not pay
<p><b>F) Replacement Locks</b> Costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors and windows in <b>your home</b> following theft or loss of keys.</p>	
<p><b>G) Loss of Domestic Oil, Gas or Liquefied Petroleum Gas</b> Up to £5,000 during the <b>period of insurance</b> for accidental loss of domestic heating oil, gas or liquefied petroleum gas.</p>	more than £5,000 in total if <b>you</b> claim under Sections One and Two.
<p><b>H) Increased Metered Water Charges</b> Up to £10,000 during the <b>period of insurance</b> for increased metered water charges <b>you</b> have to pay after water escapes which gives rise to a claim <b>we</b> accept under Section Two.</p>	more than £10,000 in total if <b>you</b> claim under Sections One and Two.
<p><b>I) Contents of Guests</b> Personal property of guests up to £5,000 for each person and personal property of <b>domestic employees</b> (who do not live in any of the <b>homes</b> listed in <b>your schedule</b>) up to £2,500 for each person</p>	<ul style="list-style-type: none"> <li>a) for loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy;</li> <li>b) for loss or <b>damage</b> to their <b>money, valuables</b> or <b>credit cards</b>;</li> <li>c) if there is any other insurance in place;</li> <li>d) for loss or <b>damage</b> which occurs away from the <b>premises</b>;</li> <li>e) more than £750 for any one item.</li> </ul>
<p><b>J) Marquees</b> Up to £30,000 for loss or <b>damage</b> to marquees and associated equipment, which are being temporarily loaned to <b>you</b> and for which <b>you</b> are responsible, while at the <b>premises</b>.</p>	<ul style="list-style-type: none"> <li>a) if <b>you</b> fail to keep to manufacturers or owners written instructions;</li> <li>b) for loss or <b>damage</b> during erection or dismantling;</li> <li>c) if cover is provided under any other insurance.</li> </ul>
<p><b>K) Family in Residential Care</b> Up to £10,000 for loss or <b>damage</b> to the belongings of <b>your</b> parents or grandparents who are living in a residential nursing or care home.</p>	<ul style="list-style-type: none"> <li>a) more than £2,500 for any one event of loss or <b>damage</b> for <b>valuables</b> or <b>gold and silver</b> items;</li> <li>b) for <b>money</b> and <b>credit cards</b>;</li> <li>c) for loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy.</li> </ul>
<p><b>L) Tenants Liability</b> <b>Your</b> legal responsibility as a tenant for loss or <b>damage</b> to the <b>buildings</b> caused by loss of or <b>damage</b> that is covered under Section Two.</p>	<ul style="list-style-type: none"> <li>a) more than 20% of the <b>sum insured</b> under Section Two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed;</li> <li>b) for loss or <b>damage</b> caused by fire, lightning or explosion to the <b>buildings</b> other than to the landlords fixtures and fittings;</li> <li>c) for loss or <b>damage</b> arising from <b>subsidence, heave</b> or <b>landslip</b>.</li> </ul>

## Section Two – Contents (continued)

This Section of the insurance also covers	We will not pay
<p><b>M) Hole In One</b> Up to £500:</p> <ul style="list-style-type: none"> <li>a) towards expenses <b>you</b> incur; or</li> <li>b) to a charity of <b>your</b> choice</li> </ul> <p>in the event of a hole in one being achieved by <b>you</b> during an official golf competition provided that the certified scorecard and certificate are submitted to <b>us</b> at the time of making a claim.</p>	<p>more than £500 during the <b>period of insurance</b>.</p>
<p><b>N) Fatal Injury</b> Following fatal injury to <b>you</b> caused by fire or assault at the <b>premises</b> or assault elsewhere within the <b>British Isles</b> provided that death ensues within 12 months of injury, <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>a) £50,000 for each insured person aged 16 years or over; and</li> <li>b) £5,000 for each person aged under 16 years</li> </ul> <p>at the time of their death.</p>	<p>for fatal injury to <b>domestic employees</b>.</p>
<p><b>O) Essential Alterations</b> Up to £25,000 in any one <b>period of insurance</b> towards essential alterations to the <b>home</b> if <b>you</b> sustain a <b>permanent physical injury</b> as a direct result of a sudden, identified, unexpected and unforeseen accident.</p>	<ul style="list-style-type: none"> <li>a) for any cost unless <b>you</b> obtain <b>our</b> agreement first.</li> <li>b) for <b>your domestic employees</b>;</li> <li>c) if the <b>permanent physical injury</b> has been self-inflicted;</li> <li>d) more than £25,000 in total if <b>you</b> claim under Sections One and Two.</li> </ul>
<p><b>P) Security Upgrade</b> Up to £10,000 during the <b>period of insurance</b> towards the cost of upgrading <b>your</b> alarm and security systems following a physical criminal assault on <b>you</b> at <b>your home</b>.</p>	<ul style="list-style-type: none"> <li>a) for any cost unless <b>you</b> obtain <b>our</b> agreement first.</li> <li>b) following any domestic dispute;</li> <li>c) more than £10,000 in total if <b>you</b> claim under Sections One and Two.</li> </ul>
<p><b>Q) Counselling Fees</b> Up to £5,000 during the <b>period of insurance</b> for professional counselling fees following a physical criminal assault on <b>you</b> at <b>your home</b>.</p>	<ul style="list-style-type: none"> <li>a) for any cost unless <b>you</b> obtain <b>our</b> agreement first.</li> <li>b) following any domestic dispute;</li> <li>c) more than £5,000 in total if <b>you</b> claim under Sections One and Two.</li> </ul>

## Section Two – Contents (continued)

Limits for certain contents	
We will pay up to:	Special conditions or exceptions
<p><b>A) Outdoor Items</b>            £25,000 or 10% of the <b>contents sum insured</b>, whichever is the greater, for garden furniture, permanently fixed statues and ornaments and other similar items which are normally kept outdoors.</p>	<p>This limit does not apply to radio and television aerials, satellite dishes, their fittings and masts which are attached to <b>your home</b>.</p>
<p><b>B) Deeds and Registered Bonds</b>            £10,000 in total for deeds, registered bonds and other personal documents.</p>	
<p><b>C) Stamps and Coins</b>            £5,000 in total for stamps or coins forming part of a collection unless specified in <b>your schedule</b> under Section Three.</p>	
<p><b>D) Gold and Silver</b>            £15,000 in total for <b>gold and silver</b> unless specified in the <b>your schedule</b> under Section Three.</p>	
<p><b>E) Valuables</b>            £10,000 in total for <b>valuables</b> unless specified in <b>your schedule</b> under Section Three.</p>	
<p><b>F) Antiques and Works of Art</b>            £25,000 in total for <b>antiques and works of art</b> unless specified in <b>your schedule</b> under Section Three.</p>	
<p><b>G) Pedal Cycles</b>            £5,000 in total for pedal cycles unless specified in <b>your schedule</b>.</p>	
<p><b>H) Computer Software and Digital Media</b>            £10,000 in total for the cost of replacing <b>your</b> computer software and personal digital media, including music and film, that <b>you</b> have previously legally downloaded to <b>your</b> computer or multimedia device (s) following loss or <b>damage</b> covered by this policy.</p>	

## Section Two – Contents (continued)

Limits for certain contents	
We will pay up to:	Special conditions or exceptions
<b>I) Domestic Machinery</b> £10,000 in total for domestic garden machinery and quad bikes used within the <b>premises</b> , golf buggies, non-motorised trailers and mobility aids.	<b>We</b> will only pay for loss or <b>damage</b> by theft, attempted theft and/or malicious <b>damage</b> if these items are locked in a <b>building</b> when not in use.
<b>J) Watercraft</b> £7,500 in total for manually operated rowing boats, punts, canoes, sailboards or dinghies, including their accessories.	
<b>K) Money</b> £5,000 in total for <b>money</b> .	
<b>L) Credit Cards</b> £25,000 in total for <b>credit cards</b> .	<b>We</b> will only pay amounts <b>you</b> legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. <b>You</b> must comply with the terms and conditions under which the <b>credit cards</b> were issued.

### Conditions that only apply to Section Two - Contents

#### How we deal with your claim

- 1) If **you** claim for **damage** to the **contents**, **we** will decide whether to repair, replace or pay for any item covered under Section Two.

**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** reasonable recommendations to prevent further loss or **damage**.

- 2) For total loss or destruction of any item **we** will pay **you** the cost of replacing the item as new, so long as:
  - a) the new item is as close as possible to, but not an improvement on, the original item when it was new; and
  - b) **you** have paid or **we** have authorised the cost of replacement.

### 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 more than the **sums insured** shown on **your schedule**.

## Section Three - Valuables, Antiques and Works of Art, Gold and Silver

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 <b>Valuables, Antiques and Works of Art, Gold and Silver</b> for loss or <b>damage</b> while at <b>your home</b> and while they are temporarily away from <b>your home</b> anywhere in the world.</p>	<p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>a) loss or <b>damage</b> directly or indirectly caused by or arising from :               <ul style="list-style-type: none"> <li>i. moth, <b>vermin</b>, wear and tear, infestation, corrosion, damp, wet or dry rot, mould, frost or anything which happens gradually;</li> <li>ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;</li> <li>iii. dryness, dampness, extremes of temperature or exposure to light;</li> <li>iv. chewing, scratching, tearing or fouling by <b>your</b> domestic pets;</li> <li>v. dyeing, cleaning, repairing, renovating, restoration; or</li> <li>vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the <b>premises</b>.</li> </ul> </li> <li>b) loss or <b>damage</b> caused by mechanical or electrical faults or breakdown.</li> <li>c) loss or <b>damage</b> to any item being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.</li> <li>d) more than £10,000 for any one item of <b>valuables</b> unless otherwise stated in the <b>schedule</b>.</li> <li>e) more than £25,000 for any one item of <b>antiques, works of art and gold and silver</b> unless otherwise stated in the <b>schedule</b>.</li> <li>f) loss or <b>damage</b> while the <b>buildings</b> are <b>unoccupied</b> unless the loss or <b>damage</b> is caused by:               <ul style="list-style-type: none"> <li>i. fire, lightning, explosion or earthquake;</li> <li>ii. aircraft and other flying devices or items dropped from them;</li> <li>iii. storm, flood or weight of snow;</li> <li>iv. collision by any vehicle or animal;</li> <li>v. <b>subsidence, heave or landslip</b>.</li> </ul> </li> </ul>

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

This Section of the insurance also covers	We will not pay
<p><b>A) New Acquisitions</b></p> <p>We will cover new items <b>you</b> have bought but which <b>you</b> have not told <b>us</b> about yet.</p>	<p>a) for loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere under Section Three;</p> <p>b) more than 25% of the <b>sum insured</b> under this Section for <b>valuables, gold and silver</b> and <b>antiques and works of art</b>;</p> <p>c) if <b>you</b> have not told <b>us</b> about buying the item within 60 days of purchase.</p>
<p><b>B) Death of an Artist</b></p> <p>We will automatically increase the <b>sum insured</b> of any item listed in the specification for <b>works of art</b> by up to 200% if the artist dies during the <b>period of insurance</b>. 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 <b>period of insurance</b>;</p> <p>b) if <b>you</b> are unable to provide an independent, professional valuation or purchase receipt and proof of increased value which is less than 5 years old at the time of loss or <b>damage</b>.</p>
<p><b>C) Defective Title</b></p> <p>If, during the <b>period of insurance</b>, someone claims that any item listed in the specification of <b>antiques and works of art</b> is not rightfully <b>yours</b> and <b>you</b> are legally obliged to return the item to its rightful owner because it is proved that <b>you</b> do not have good title to it, <b>we</b> will pay <b>you</b> the amount <b>you</b> paid for it or the value shown in the specification if this is less.</p>	<p>a) more than £100,000 in total during the <b>period of insurance</b>;</p> <p>b) unless <b>you</b> prove that <b>you</b> made enquiries about where the item came from before <b>you</b> bought it;</p> <p>c) unless <b>you</b> bought the item during the period that the <b>antiques and works of art</b> have been insured with <b>us</b>;</p> <p>d) unless <b>you</b> told <b>us</b> about a claim during the <b>period of insurance</b>.</p>

### 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 decide whether to repair, replace or pay for any item that is lost or damaged.

##### 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).

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

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

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### 3) Antiques and works of art, gold and silver

If, following a claim, **you** can produce a professional valuation (not more than 5 years old) which has been approved by **us**, **we** will treat the **sum insured** as automatically agreed.

After arriving at a claims settlement, **we** will deduct any applicable **excess** before paying the claim.

### 4) Loss buy-back provision

If **we** recover any of **your** items after **we** have paid a claim, **we** will write to **you** at **your** correspondence address shown in the **schedule** and if **you** wish **you** can buy it back from **us** within 60 days. **We** will charge:

- a) the amount **we** paid for **your** claim; or
- b) the fair market value of the item at the time **we** recover it

whichever is less.

### 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 **your schedule**.



## Section Four – Accidents to Domestic Employees

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

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

### 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><b>A) We will pay you:</b></p> <p>i) as owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for;</p> <p>a) bodily injury (including death or disease); or</p> <p>b) <b>damage</b> to property;</p> <p>caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>;</p> <p>OR</p> <p>ii) as a private individual for any amounts <b>you</b> become legally liable to pay as damages for;</p> <p>a) bodily injury (including death or disease); or</p> <p>b) <b>damage</b> to property;</p> <p>caused by an accident anywhere in the world during the <b>period of insurance</b>.</p>	<p><b>We will not pay for any liability:</b></p> <p>a) for bodily injury (including death or disease) to;</p> <p>i. <b>you</b>; or</p> <p>ii. any person who at the time of sustaining the injury is engaged in <b>your</b> 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 <b>damage</b> to property owned by or in the charge or control of;</p> <p>i.<b>you</b>; or</p> <p>ii.any person engaged in <b>your</b> 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 <b>period of insurance</b>.</p> <p>e) arising directly or indirectly out of any profession, occupation, business or employment.</p> <p>f) which <b>you</b> 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 <b>your</b> 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 <b>you</b>, or someone acting with <b>your</b> permission, are not using them on any public road where the Road Traffic Act or similar legislation says <b>you</b> 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"> <li>ii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes, sailboards or dinghies;</li> <li>iii. any animal other than cats, horses or dogs which are not designated as 'dangerous' under the Dangerous Dogs Act 1991 or similar legislation; or</li> <li>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.</li> </ul> <p>i) for any kind of pollution and/or contamination other than;</p> <ul style="list-style-type: none"> <li>i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b>; and</li> <li>ii. reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</li> </ul> <p>in which case all pollution or contamination arising out of the accident will be deemed to have happened at the time of the accident.</p> <p>j) arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b>.</p> <p>k) if <b>you</b> are entitled to payment under any other insurance, including but not limited to any house or travel insurance, until the insurance is exhausted.</p> <p>l) arising out of any goods or products designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by <b>you</b>; or</p> <p>m) for fines or penalties, or for damages which are only intended to punish <b>you</b> or to make an example of <b>you</b>.</p>

## Section Five – Legal Liability to the Public (continued)

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

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

#### We will not pay

- a) for pollution or contamination, more than £5,000,000 in all during the **period of insurance**.
- b) for other liability covered under Section Five, more than £5,000,000 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.

## Section Six – Legal Expenses

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Covering **your legal costs and expenses**.

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

### Definitions that only apply to Section Six – Legal Expenses

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

<b>Appointed advisor</b>	The solicitor, accountant, mediator or other adviser appointed by <b>us</b> to act on <b>your</b> behalf.
<b>Collective conditional fee agreement</b>	A legally enforceable agreement entered into on a common basis between the <b>appointed advisor</b> and <b>us</b> to pay their professional fees on the basis of “no-win-no-fee”.
<b>Communication costs</b>	The reasonable cost of <b>British Isles</b> phone calls, postage, photocopying, or faxes and credit reports where <b>you</b> have taken advice from <b>our</b> 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 <b>your</b> credit rating, restore <b>your</b> identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.
<b>Conditional fee agreement</b>	A legally enforceable agreement between <b>you</b> and the <b>appointed advisor</b> to pay their professional fees on the basis of “no-win-no-fee”.
<b>Domestic employee</b>	Any person who lives at <b>your home</b> and is employed by <b>you</b> under a contract of service to carry out domestic duties for <b>your</b> household.
<b>Geographical limits</b>	For insured events A and C - the European Union, the <b>British Isles</b> , Norway and Switzerland. For all other insured events - the <b>British Isles</b> .
<b>Insurer</b>	Brit Syndicate 2987 at Lloyd’s (written under unique market reference B0356KA233D12A000 or replacement thereof).
<b>Legal costs and expenses</b>	<ol style="list-style-type: none"><li>a) Legal costs and disbursements reasonably and proportionately incurred by the <b>appointed advisor</b> on the standard basis and agreed by <b>us</b> in advance. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.</li><li>b) The cost of experts’ reports reasonably and properly incurred by the <b>appointed advisor</b>.</li><li>c) In civil claims, other side’s costs, fees and disbursements where <b>you</b> have been ordered to pay them or pay them with <b>our</b> agreement.</li><li>d) Accountancy fees reasonably incurred under insured event G Tax by the <b>appointed advisor</b> and agreed by <b>us</b> in advance.</li><li>e) <b>Communication costs</b>.</li><li>f) Accommodation and / or storage costs for insured event M.</li></ol>

## Section Six – Legal Expenses (continued)

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<b>Let Property</b>	The residential property which is located in England, Wales, Scotland or Northern Ireland and which <b>you</b> let or intend to let under a <b>tenancy agreement</b> .
<b>Reasonable prospects of success</b>	<ul style="list-style-type: none"><li>a) Other than as set out in b) and c) below, a greater than 50% chance of <b>you</b> successfully pursuing or defending the claim and if <b>you</b> are seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.</li><li>b) In criminal prosecution claims where <b>you</b>:<ul style="list-style-type: none"><li>i. plead guilty, a greater than 50% chance of successfully reducing any sentence or fine; or</li><li>ii. plead not guilty, a greater than 50% chance of that plea being accepted by the court.</li></ul></li><li>c) In civil claims involving an appeal, a greater than 50% chance of <b>you</b> being successful.</li></ul>
<b>Small claims court</b>	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.
<b>Tenancy Agreement</b>	<p>An agreement <b>you</b> enter into to let <b>your let property</b> to a tenant:</p> <ul style="list-style-type: none"><li>a) Under an assured shorthold tenancy; or</li><li>b) Under a shorthold tenancy; or</li><li>c) Under an assured tenancy;</li></ul> <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"><li>a) in accordance with the Private Tenancies (Northern Ireland) Order 2006; or</li><li>b) to a limited company or business partnership for residential purposes by its employees</li></ul>
<b>We/us/our</b>	<b>ARAG</b> plc who is authorised under an administration agreement to administer this insurance and handle claims on behalf of the <b>Insurer</b> .

## Section Six – Legal Expenses (continued)

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### 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](http://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:
  - i. confirming cover under the terms of **your** policy and advising **you** of the next steps to progress **your** claim; or
  - ii. if the claim is not covered, explaining in full why and whether **we** can assist in another way.
- e) When an advisor is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

### How we deal with your claim

Following an insured event as specified under A to M of Section Six, the **insurer** will pay **your legal costs and expenses** up to £150,000 for all claims related by time or original cause including the cost of appeals, if all of the following requirements are 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 Six – Legal Expenses (continued)

### Insured Events

#### Covering Legal Costs and Expenses

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



## Section Six – Legal Expenses (continued)

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

## Section Six – Legal Expenses (continued)

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

## Section Six – Legal Expenses (continued)

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

## Section Six – Legal Expenses (continued)

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### Exclusions that only apply to Section Six – 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 Six - 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** immediately 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.

##### 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**.

## Section Six – Legal Expenses (continued)

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- 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 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 Seven – Helplines

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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 **British Isles** 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](http://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 Eight – Home emergency

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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 Eight – 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.

<b>Central heating boiler</b>	A boiler: <ul style="list-style-type: none"><li>a) located in <b>your home</b>; and</li><li>b) which has been serviced no more than 12 months before the date of <b>your home emergency</b>.</li></ul>
<b>Contractor</b>	The contractor or tradesperson chosen by <b>us</b> to respond to <b>your home emergency</b> .
<b>Emergency costs</b>	<ul style="list-style-type: none"><li>a) <b>Contractor's</b> reasonable and properly charged labour costs, parts and materials, and where necessary;</li><li>b) Alternative accommodation costs incurred under Insured Event H.</li></ul> <p>The maximum payable by the <b>Insurer</b> is £1,500 for all claims related by time or original cause.</p>
<b>Home emergency</b>	A sudden unexpected event which clearly requires immediate action in order to: <ul style="list-style-type: none"><li>a) prevent <b>damage</b> or avoid further <b>damage</b> to the <b>home</b>; and/or</li><li>b) render the <b>home</b> safe or secure; and/or</li><li>c) restore the main services to the <b>home</b>; and/or</li><li>d) alleviate any health risk to <b>you</b>.</li></ul>
<b>Insurer</b>	Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).
<b>Vermin</b>	Brown or black rats, house or field mice and wasps' or hornets' nests.
<b>We/us/our</b>	<b>ARAG</b> plc who is authorised under an administration agreement to administer this insurance and handle claims on behalf of the <b>Insurer</b> .
<b>Unoccupied</b>	<b>Your home</b> being left <b>unoccupied</b> .

### 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 Eight – Home emergency (continued)

### Insured Events

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



## Section Eight – Home emergency (continued)

What is covered	What is not covered
	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) <b>subsidence, landslip or heave</b> ; p) a property that <b>you</b> rent or let; q) blockage of supply or waste pipes to <b>your home</b> due to freezing weather conditions.

### How to make a claim

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

- a) Please telephone 0330 303 1427 (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.

## Section Eight – Home emergency (continued)

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### Conditions that only apply to Section Eight – 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** immediately 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 prior 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 pages 9 and 10* and **we** will try to resolve the matter.

