

home policy

BRIT

Introduction

Thank you for choosing Brit Private Client to protect your home and your belongings. At Brit, we understand that value goes beyond the monetary. That's why we're dedicated to protecting the bricks and mortar that make up your house and the treasured possessions that make it a home. We do this through our flexible Home Policy that's unique to your needs and designed to give you peace of mind so you can continue to make memories at home and beyond.

This policy booklet explains what you're covered for so please take the time to read it thoroughly. Should you have any questions or concerns please don't hesitate to contact us or the Insurance Broker who arranged it on your behalf.

Tara Parchment
Head of Brit Private Client

claims notification and helplines

Claims Notification Contacts 24 hour assistance, 365 days a year, calling from inside the UK	Telephone
Buildings, Contents, Valuable Possessions, Liability, Family Protection	0345 646 0601
Home Cyber	0345 646 0601
Family Legal Expenses, Home Emergency	0345 646 0601

Claims Notification Contacts 24 hour assistance, 365 days a year, calling from outside the UK	Telephone
Buildings, Contents, Valuable Possessions, Liability, Family Protection	+44 (0) 203 657 0832
Home Cyber	+44 (0) 203 657 0832
Family Legal Expenses, Home Emergency	+44 (0) 203 657 0832

These helplines are provided by ARAG plc.

The following helpline services are available to **you** during the **policy period**. Use of these services does not constitute reporting of a claim.

Legal and Tax Advice
0330 303 1449

If **you** have a legal or tax problem, **we** recommend that **you** call **our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year and tax advice is available between 9am and 5pm on weekdays (except bank holidays). **We** give advice about personal legal matters within UK and EU law or personal tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters.

Crisis Communication
Service
0344 571 7964

If **you** are concerned about an event that may result in negative publicity which could damage **your** personal or professional reputation, **you** can access professional public relations support from **our** crisis communication experts.

Where possible, initial advice for **you** to act upon will be provided over the telephone but, if **your** circumstances require professional work to be carried out in advance of any actual adverse publicity, such services are available on a consultancy basis and subject to **you** paying a fee.

Where an event has led to actual publicity online, in print or broadcast that could be damaging to you, **you** are insured against the costs of crisis communication services under Crisis Communication (page 54) when **you** use this helpline.

Confidential Counselling
0333 000 2082

Our qualified counsellors will provide free confidential support and advice by telephone to **you** or **your family** members who are suffering from emotional upset or feeling worried or anxious about a personal or work-related problem.

Consumer Legal Services
Website

Register at www.araglegal.co.uk and enter voucher code AFE48BBE98B5 to access ARAG's digital law guide and download legal documents to help with consumer legal matters.

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how to make a claim

We are committed to making your claim as easy as possible

We have a dedicated team of claims experts to support you and a panel of specialist service providers. If you need to notify us of a potential claim under any section of your policy our team is on hand 24 hours a day, 7 days a week to help you.

What to do if the Unexpected Happens

To help us deal with your claim as quickly as possible please ensure you do the following:

- Notify us as soon as reasonably practicable after an event
- Take all reasonable steps to prevent loss, injury and damage
- If you believe a crime has occurred, please report this to the police and keep a note of the crime reference number
- Where possible please keep any damaged items and take photos

Buildings, Contents, Valuable Possessions, Liability, Family Protection

To make a claim under any of these sections of this policy please contact your insurance broker or us directly as follows:

Telephone:

Calling from inside the UK
0345 646 0601

Calling from outside the UK
+44 (0) 203 657 0832

Email: britprivateclients@crawco.co.uk

Home Cyber

To make a claim under this section of the policy please contact your insurance broker or use the following contact details:

Telephone:

Calling from inside the UK
0345 646 0601

Calling from outside the UK
+44 (0) 203 657 0832

Family Legal Expenses, Home Emergency

Please refer to individual sections for greater detail on How to Make a Claim for Family Legal Expenses and Home Emergency. To make a claim under these sections of this policy please contact your insurance broker or contact ARAG directly as follows:

Telephone:

Calling from inside the UK
0345 646 0601

Calling from outside the UK
+44 (0) 203 657 0832

complaints

This Section

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. **We** are committed to providing **you** with the highest standard of service at all times, however **we** do appreciate that occasionally things go wrong.

We welcome **your** feedback as it helps **us** provide a better service to **you**. If **you** have any comments **you** would like to share with **us** or **you** wish to make a formal complaint, please follow the step-by-step process below.

If **your** complaint is in respect of insurance cover **we** are providing for an overseas home, please contact **your** insurance broker. They can provide **you** with information which outlines the process **you** need to follow for specific territories.

Step 1

Buildings, Contents, Valuable Possessions, Liability, Family Protection, Home Cyber
You can contact **your** insurance broker or **you** may contact **us** directly. If **you** choose to contact us, please write or telephone using the details below:

The Complaints Department
Brit Syndicates Limited
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AB

Telephone: +44 (0) 203 857 0000
Email: BGS.Complaints@britinsurance.com

Family Legal Expenses, Home Emergency

You can contact **your** insurance broker or **you** may contact ARAG directly. If **you** choose to contact ARAG, please write or telephone using the details below:

Customer Relations Department
ARAG plc
9 Whiteladies Road
Clifton
Bristol, BS8 1NN

Telephone: +44 (0) 117 917 1561
Email: customerrelations@arag.co.uk

Step 2

In the unlikely event that **you** remain dissatisfied **you** can refer the matter to the complaints team at Lloyd's using the contact information below:

Complaints Team
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham, Kent ME4 4RN

Telephone: +44 (0) 207 327 5693
E-mail: complaints@lloyds.com

Please note this option is not available to complaints regarding your family legal expenses or home emergency cover. If you remain dissatisfied with the resolution regarding these sections, you may refer your matter to the FOS, discussed below in Step 3.

complaints

Step 3

Should **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may ask the Financial Ombudsman Service to review **your** case using the contact information below.

Financial Ombudsman Service (FOS)
Exchange Tower
London
E14 9SR

Helpline: 0800 023 4567
+44 (0) 207 964 0500 (if outside UK)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk.

general policy definitions

This Section

Any words or expressions listed below will carry the same meaning wherever they appear in **bold** and **blue** coloured type throughout the **policy**, unless stated otherwise. Any extra definitions are shown within the section to which they apply.

bodily injury

Physical bodily harm including sickness, disease or death that results from it. **Bodily injury** does not cover mental anguish.

buildings

Buildings of **your home** and other **permanent structures** owned by **you** and within the grounds of the residence used for domestic, **home business** and **incidental farming activities** including:

- cables, domestic tanks, utility pipes and drains all supplying the main **buildings**
- fixtures and fittings that form part of the structure of **your home**
- solar panels attached to **your home** and wind turbines used for domestic purposes

contents

Household goods, personal property and clothing owned by **you** or in **your** possession and normally kept at **your home**. This includes personal property of permanent members of **your** household in full-time education while they are studying away from **home**, **home business equipment** and aerials, satellite dishes and CCTV equipment for which **you** are legally responsible. Other limits are shown within **your contents** section.

domestic employee(s)

Person(s) **you** hire under a contract of service, written or otherwise, to undertake domestic duties in **your home** and not in connection with **your** business other than **your home business** and **incidental farming activities**.

endorsement

A change to the terms of the **policy** agreed by **us** in writing.

excess

The first part of a covered claim for which **you** are responsible.

fine art and collectibles

Private **fine art** owned by **you** or in **your** possession and normally kept at **your home** as follows:

- antique and designer furniture
- glass, porcelain and china
- paintings, drawings, etchings, prints and photographs
- rugs and tapestries
- statues and sculptures
- any other curios

Private **collectibles** owned by **you** or in **your** possession and normally kept at **your home** as follows:

- books and manuscripts
- coins, medals and stamps
- furs
- gold, silver and gold or silver plated items
- guns
- wines and spirits
- other memorabilia

general policy definitions

home	The residence at the address shown in the schedule and including the other permanent structures at the same address.
home business	Incidental business activity carried out at your home other than incidental farming activities , which: <ul style="list-style-type: none">• is office clerical and administrative work only• has no employees subject to national employment law and• conforms to all laws and government regulation• has no more than £10,000 gross revenue in any one year when the business includes manual work and/or the use of machinery
home business equipment	Office furniture, equipment and supplies, goods or merchandise kept at your home and which are used solely for your home business .
home business stock	Goods and merchandise kept at your home and which are used solely for your home business .
incidental farming activities	Incidental farming activities means any farming activity carried out at your home when <ul style="list-style-type: none">• the hours worked by an employee does not exceed 1,500 hours per year• the total gross annual revenue generated from the raising or caring of animals does not exceed £25,000 or the sale of animals does not exceed 25 animals during the policy period• the total gross annual revenue generated from horticultural operations does not exceed £10,000
jewellery	Items of personal adornment worn or intended to be worn containing gemstones, gold, silver, platinum or any other precious metals or alloys, owned by you or for which you are legally responsible. This includes watches and precious or semi-precious stones, whether set or unset.
motorised land vehicles	Motorised land vehicles are vehicles used within the grounds of your home and not required by law to be licensed, registered or covered by motor liability insurance and include: <ul style="list-style-type: none">• garden machinery used for the purposes of domestic duties• motorised vehicles designed to assist the disabled• motorcycles with an engine size of less than 51cc and quad bikes designed for recreational use off public roads
other permanent structures	Any other permanent structures within the boundaries of your residence but not attached to your home and owned by you .
personal money	Cash, cheques, bank and currency notes, bank drafts, travel tickets, travellers' cheques or savings certificates.
policy	The insurance policy document including the policy schedule .
policy period	The date cover begins and ends and as shown in your policy schedule .

general policy definitions

policy schedule	The most recent policy schedule issued to you , which forms part of the policy and contains details of the persons insured, the period of insurance , amounts insured for each section and any endorsement applying to the policy .
pollution	Any pollution , seepage, discharge, dispersal, release or escape of any solid, liquid gaseous or thermal irritant or contaminant including smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including material to be recycled).
terrorism	Means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
unoccupied	When your home has not been lived in by you or your family or by any adult person with your permission for more than 60 consecutive days.
vacant	When your home has been substantially empty of contents and furnishings required for normal living purposes for more than 30 consecutive days.
valuable possessions	Items of jewellery, fine art and collectibles owned by you or for which you are legally responsible.
you/your	The person named in the policy schedule and a spouse or partner, who permanently resides with that person.
your family	Any member of the family residing with you permanently or temporarily away from your home whilst at school, college or university.
watercraft	A boat or other vessel, including furnishings, equipment and outboard motors that travels on water and is not more than 25 feet in length or 50 horsepower.
we/us/our/company	Brit Syndicate 2987 at Lloyd's unless the property is located in France, Italy, Monaco, Republic of Ireland, Portugal or Spain, where we/us/our/company will be deemed to be The Lloyd's Insurance Company SA (Lloyd's Brussels).

important policy information

About Your Policy Document

This is **your policy** document and forms part of **your** contract of insurance between **you** and **us**. This sets out the covers, limits, conditions and exclusions that apply. Please read it alongside **your** most up-to-date **policy schedule**.

Please make sure **you** have checked **your policy** to ensure that the information **you** have provided to **us** is correct, complete and that the cover meets **your** needs. Please also read the Changes to **Your** Circumstances section, which explains the changes **we** need to know about. If **you** need to change any of the information provided to **us**, please contact the insurance broker who arranged the **policy**.

Certain words in this **policy** document are printed in **bold** and defined either within the General **Policy** Definitions section or the section to which they specifically apply. These words will carry the same meaning, wherever they appear in **bold** type throughout the **policy**, unless stated otherwise.

Data Protection and How We Use Your Data

Brit values its customers and is committed to protecting and respecting **your** privacy. This Data Privacy Notice explains how **we** process and protect any personal data **we** collect or receive about **you**. This Data Privacy Notice applies to personal data provided by customers, brokers, coverholders, claimants, third party agents (TPAs) and complainants. Please read this Data Privacy Notice carefully to understand **our** practices regarding personal data. Brit complies with the principle of 'data minimisation' by avoiding collecting or processing **your** personal data other than to achieve the purposes set out in this Data Privacy Notice.

We collect and process **your** personal data where necessary to enable **us** to:

- arrange, underwrite or administer insurance contracts or claims under insurance contracts
- satisfy **our** obligations under an insurance contract
- comply with a legal obligation
- pursue **our** legitimate interests in providing insurance services to **our** customers
- investigate and defend legal claims

The personal data **we** process may include details such as **your** name, address, marital status, date and place of birth, nationality and any other information that **we** collect about **you** in connection with the insurance from which **you** benefit including information about previous and current claims. It may include more sensitive details such as information about **your** health and any criminal convictions **you** may have and which **we** may need **your** consent to process. Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to continue to provide the insurance cover from which **you** benefit and to handle **your** claims.

important policy information

Data Protection and How We Use Your Data (continued)

To allow **us** to meet **our** obligations and effectively provide **our** services to **you**, it may be necessary to pass **your** personal data onto external parties including other insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **Your** data will be shared securely, and only when absolutely necessary. **Your** personal data will never be sold on to external parties or organisations for marketing purposes. For more information about how **your** personal data may be shared with other participants in the insurance market please review the London Insurance Market Core Uses Information Notice which sets out those core necessary personal data uses and disclosures. Brit's core uses and disclosures are consistent with the London Market Core Uses Information Notice.

If **you** would like to view the Core Uses Information Notice, go to www.britinsurance.com/about/privacy. **We** may transfer or share **your** data outside the European Economic Area. **We** will always take steps to ensure **your** data is treated and transferred securely with appropriate safeguards and controls in place.

We will not keep personal data for longer than necessary for the purpose for which it is processed. However, laws and regulations may require **us** to keep records for specific periods of time and **we** may also need to keep records in order to administer the insurance relationship, to fulfil **our** contractual or statutory obligations or to resolve queries or disputes which may arise.

Under Data Protection regulation **you** have the right to:

- obtain a copy of **your** personal data held by Brit
- have any incorrect personal data updated
- request the erasure of any of **your** personal data
- restrict the use of **your** personal data
- object to the use of **your** personal data
- request the personal data **you** provided to Brit be moved to another organisation

If **you** wish to exercise any of these rights please write to the below address stating **your** request and contact details. However, there may be reasons why **we** are not able to comply with **your** request (particularly relating to the restriction of or objection to use of personal data) where **we** are required to keep and use that data to comply with legal or regulatory requirements and/or it is necessary for **us** to administer **your** insurance contract. In order for **us** to respond to **your** requests effectively and efficiently, please provide any further information **you** feel is necessary.

The Data Protection Officer

Brit Limited, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB

Family Legal
Solutions and Home
Emergency Only

This is a summary of how we, on behalf of the insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk

The insurer's full privacy notice may be found at the following link:
<https://www.hdi-specialty.com/int/en/legals/privacy>

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. ARAG will hold and process this information in accordance with all relevant data protection regulations and legislation. Should ARAG ask for personal or sensitive information, ARAG undertake that it shall only be used in accordance with their privacy statement. ARAG may also collect information for other parties such as suppliers ARAG appoint to process the handling of a claim.

important policy information

Using Personal or Sensitive Information

The reason ARAG collect personal or sensitive information is to fulfil their contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, ARAG may need to share personal or sensitive information with other organisations. ARAG will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to ARAG's full privacy statement for full details.

Keeping personal information

ARAG shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this **policy** has a number of rights in relation to how ARAG hold personal data including: the right to a copy of the personal data ARAG hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when ARAG will not be able to delete personal data please refer to their full privacy statement.

Cancellation Rights

To cancel this **policy you** should initially contact **your** insurance broker. **You** can also contact **us** directly. The following information provides details on **your** and **our** cancellation rights.

Your Cancellation Rights

During the Cooling-Off Period

If this **policy** does not meet **your** needs, **you** may cancel this **policy** by notifying **us** within 14 days of the date **you** received the **policy**, or the start of **your policy period**, whichever is later.

If **you** have not made a claim in the **policy period**, **you** will receive a full refund of any premium paid. If a claim has been made, the full annual premium will be due to **us**. If **you** pay by direct debit, **we** may deduct any outstanding premium from any claim settlement **we** agree to pay or **we** may require **you** to pay the outstanding premium in full.

After the Cooling-Off Period

After the cooling off period, **you** may cancel this **policy** at any time by notifying **us**. Any return premium due will be calculated on a pro rata basis. If **you** have made a claim, then the full annual premium will be due to **us**. If **you** pay by direct debit, **we** may deduct any outstanding premium from any claim settlement **we** agree to pay or **we** may require **you** to pay the outstanding premium in full.

Our Cancellation Rights

We may cancel this **policy** by giving **you** written notice of not less than 14 days of the effective date of such cancellation where a valid reason exists. This notice will be posted to **you** by recorded delivery at the last correspondence address noted on the **schedule**. Such valid reasons for cancellation include:

- non-payment of premium
- a change to the risk which results in **us** no longer being able to provide **you** with cover
- a breach of any **policy** conditions

Any return premium due will be calculated on a pro rata basis. If **you** have made a claim in the **policy period**, then the full annual premium will be due. If **you** pay by direct debit, **we** may deduct any outstanding premium from any claim settlement **we** agree to pay or **we** may require **you** to pay the outstanding premium in full.

important policy information

Changes to Your Circumstances

You must notify **us** as soon as practicable of any changes to **your** circumstances during the **policy period**. Examples of changes to **your** circumstance that **you** must tell **us** about include:

Bankruptcy

If **you** or anyone living with **you** have been declared bankrupt, entered into an IVA (Individual Voluntary Agreement) or become subject to bankruptcy proceedings.

Building Works

If **you** plan to undertake building works to **your home** or **other permanent structures**, where the estimated or quoted value of such works exceeds £200,000 including unfixed materials.

Business Activities at Your Home

If any business activities are being undertaken at **your home**, which **you** have not previously notified **us** of. This does not include business activities defined as **home business** or **incidental farming activities**.

Criminal Convictions

If **you** or **your family** have been convicted of any criminal offence or have any such prosecution pending. This does not include a motoring conviction or a conviction deemed to be spent under the Rehabilitation of Offenders Act 1974.

Occupation or Profession

If **you** or **your family** have changed occupation or profession in the last 12 months.

Security

If there are any changes to the security arrangements at **your home**.

Sums Insured

Any change to the value of **your contents, valuable possessions** or **your home**, which requires an increase to the sums insured shown on **your policy schedule**, must be notified to **us**. **You** must keep the sums insured at a level which represents the full value of the property.

Theft or Attempted Theft

If **you** have suffered a break-in or attempted break-in to **your home** which **you** have not previously notified **us** of.

Vacant or unoccupied

If **your home** will be **unoccupied** for a period of more than 60 consecutive days or left **vacant** for more than 30 consecutive days.

How a Change May Affect Your Policy

Such changes may lead to an increased or refunded premium, a change in terms of the **policy**, cancellation of **your policy** or may affect the outcome of a claim. Please tell **us**, as soon as possible, if there are any changes to any of the details that are shown on **your policy schedule** or statement of fact. **We** recommend that **you** keep a copy of **your policy schedule** and statement of fact as a record of all the information **you** have given to **us**.

If **you** are in any doubt about whether **you** need to tell **us** about a change **you** should contact **your** insurance broker directly.

general policy conditions

Abandoning Property	<p>You or your family cannot abandon any property to us or a third party without our prior agreement.</p>
Assignment of Interest	<p>You may not assign or turn over any right or interest in this policy to anybody else without our prior written consent.</p>
Bankruptcy or Insolvency	<p>We will meet all of our obligations under this policy regardless of whether you or your family becomes bankrupt or insolvent. However you or your family must notify us immediately if such proceedings are initiated.</p>
Building Works	<p>You must notify us of any works to be undertaken at your home to extend, renovate or alter the buildings or other permanent structures with a value that exceeds £200,000 including unfixed materials. In the event that you do not notify us we reserve all our rights under the policy, which may include charging you an additional premium, applying additional terms or excluding any loss relating to such works.</p>
Choice of Law	<p>This contract will be governed by English law and practice, and to the exclusive jurisdiction of the courts of England and Wales, unless your main home is in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable to that territory will apply and its courts will have exclusive jurisdiction.</p>
Currency	<p>All monetary amounts in this policy are expressed in pounds sterling.</p>
Duplicate Cover	<p>If you are covered under one section for your loss, we will not also pay for that loss under another section.</p>
Duty of Care	<p>You and your family must take all reasonable steps to prevent loss, damage, accident or bodily injury and to maintain the property insured in a good state of repair.</p>
Fraudulent Claims	<p>If you, or anyone acting on your behalf, or your family make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid from the time of the presentation of the false or fraudulent claim. This means we will not pay the false or fraudulent claim, or any subsequent claim. We may also treat this insurance as though it had never existed.</p>
Innocent Non-Disclosure /Misrepresentation	<p>In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.</p> <p>If we establish that you deliberately or recklessly provided us with false or misleading information, we will treat this insurance as if it had never existed and decline all claims. However, if we establish that, unknown to you, a covered person deliberately or recklessly provided false or misleading information we shall treat this insurance, in so far as it relates to the covered person concerned, as if it had never existed and decline all claims relating to such covered person.</p> <p>If we establish that you provided us with false or misleading information in a way that was neither deliberate nor reckless it could adversely affect your insurance and any claim.</p>

general policy conditions

Innocent Non-Disclosure /Misrepresentation (continued)

For example **we** may treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. However, if **we** establish that, unknown to **you**, a covered person was careless in providing information then **we** shall treat this insurance, in so far as it relates to the covered person concerned, as if it had never existed and refuse to pay claims and return a proportion of the paid premium. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;

If **we** establish that **you** or **your family** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**
- cancel **your** insurance

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

- intend to treat this insurance as if it had never existed
- need to amend the terms of **your** insurance
- require **you** to pay more for **your** insurance

Insurable Interest

We will not pay for any loss or damage to property, which **you** or **your family** does not have an insurable interest in at the time of the loss. This means that no financial or other loss has been suffered as a result of the loss or damage to the property.

If more than one person has an insurable interest in the covered property, **we** will not pay for an amount greater than the insurable interest attributable to **you** or **your family**, up to the sum insured that applies.

Other Insurance

If any claim is covered by any other insurance, **we** will not pay for more than **our** share of that claim.

Rights of Recovery

If **you** or **your family** have the right to recover from a third party all or part of any payment made under this **policy**, those rights are transferred to **us**. If **we** start recovery proceedings in **your** name then any monies received will belong to **us**. **You** or **your family** must not do anything after the loss to impair such rights of recovery. At **our** request and cost, **you** or **your family** will bring an action or transfer those rights to **us** and help **us** enforce them in **our** attempt to recover **our** payment.

Rights of Third Parties

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

Unoccupied or Vacant

You must tell **us** if **your home** is, or is likely to be, **unoccupied** or **vacant** and **we** may amend the terms of **your** insurance **policy**.

general policy exclusions

This Section

This section details the exclusions applicable to each and every section unless otherwise stated:

Animals

We do not cover any loss or damage to animals, birds or fish.

Acts of War

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused directly or indirectly by war, invasion, acts of foreign enemies, hostile or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law.

Cleaning and Alterations

We do not cover any loss or damage caused by the process of professional cleaning, repairing, refinishing, dyeing, altering, restoring, reframing, retouching or renovating.

Communicable Disease

We do not cover any loss, damage, liability, legal claim, costs or expenses which is directly or indirectly caused by the transmission of any disease, virus or syndrome that can be spread from one person to another or from an animal to a person.

Computer and Electronic Equipment - Non Physical Damage

We will not pay for any costs to restore the ability of any computer, internet capable device, or electronic equipment to perform its intended function when such lack of functionality results from any cause (malicious or not) other than covered physical loss or physical damage and other than in respect of cover specifically provided under the Home Cyber section.

Computer Virus and Software

We will not cover loss, damage, liability or costs in any way related to the loss of use, alteration or corruption of any electronic data, regardless of the cause, malicious or not and other than in respect of cover specifically provided under the Home Cyber section.

Confiscation

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by the confiscation, destruction, or seizure of property by any government or public authority.

Cryptocurrency

We do not cover any loss, liability, legal claim, costs or expenses to money classified as cryptocurrency or any digital or virtual currency which uses cryptography for security and other than in respect of cover specifically provided under the Home Cyber section.

Damage by Rodents, Insects or Vermin

We do not cover any loss or damage caused by vermin, insects or rodents. However **we** do insure ensuing covered loss unless another exclusion applies.

general policy exclusions

Erosion

We do not cover loss or damage caused by coastal or riverbank erosion.

Fees

We do not cover any fees incurred in preparing or furthering any claim under this **policy**.

Faulty Planning, Construction or Maintenance

We do not cover any loss or damage caused by faulty acts, errors, or omissions by **you** or any other person in planning, construction, or maintenance whether at or away from **your home** including:

- planning, development, designing, surveying, placing and compacting
- setting specifications, establishing building regulations and construction standards
- materials and workmanship used in repair, construction, renovation or remodelling

However **we** do insure ensuing covered loss unless another exclusion applies.

Freezing Water

We do not cover any loss or damage caused by water freezing in any fixed water or heating installation or domestic appliance, while **your home** is **unoccupied** or **vacant**, unless **your home** is constantly heated to a temperature of at least 10 degrees Celsius or all fixed water tanks, apparatus and pipes are shut off and drained.

Frost

We do not cover any loss or damage caused by frost.

Gradual Deterioration

We do not cover any loss or damage caused by wear and tear, gradual operating cause or deterioration, rust, bacteria, corrosion, dry or wet rot, fungus, mould, mildew, warping, shrinkage, exposure to light or fluctuation in temperatures. However **we** do insure ensuing covered loss unless another exclusion applies.

Inherent Defect

We do not cover any loss or damage caused by or resulting from inherent flaw or defect.

Intentional Acts

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by any misappropriation, deliberate, dishonest or criminal act by **you** or anyone acting on **your** behalf, regardless of whether the act was deliberate or reckless. This exclusion does not apply to theft of insured property by a **domestic employee**.

Mechanical or Electrical Faults

We do not cover any loss or damage caused by mechanical or electrical faults or breakdown.

However **we** do insure ensuing covered loss unless another exclusion applies.

general policy exclusions

Nuclear Hazard,
Radioactive, Chemical or
Biological Contamination

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused directly or indirectly by:

- nuclear hazard including any nuclear reaction, radiation or radioactive contamination whether controlled or uncontrolled or however caused, or any consequence of any of these
- radioactivity or ionising radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel
- the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that
- radioactive, biological or chemical contamination resulting directly or indirectly from an act of **terrorism**

Pollution

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused directly or indirectly by **pollution**.

This exclusion does not apply to the clean-up of **pollution at your home** caused by a sudden, unforeseen and identifiable oil leakage from a domestic oil installation or loss to **contents** caused by oil, subject to all other terms, conditions and exclusions within this **policy**.

Prior Accidents
or Losses

We do not cover any loss, damage or injury, which occurs or commences prior to the start of the **policy period**.

Routine Maintenance

We do not cover the cost of any routine maintenance or redecoration.

Sanctions

No cover is provided and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

your buildings

What is Covered

This section of the **policy** covers **you** against physical loss or physical damage to **your buildings** and **other permanent structures**. Cover is subject to the terms, conditions, limits and exclusions in this **policy**.

How Much Will We Pay

We will pay up to the sum insured to reinstate **your buildings** covered by this section and as stated in **your policy schedule**. **We** will pay the lesser of the amount required at the time of the loss to repair, restore or rebuild a damaged **building** using the same quality of materials, design and workmanship, that existed prior to the loss. The amount insured applies to each covered loss and will be automatically restored after **we** pay the loss provided **you** carry out any recommended measures to prevent a further loss.

Additional Expenses

We will also pay the following reasonable and necessary costs as part of the covered loss subject to **our** prior approval:

- architects', surveyors', legal and other consultancy fees
- removal of debris costs
- additional costs involved in complying with building regulations, local authority or statutory requirements, other than when loss or damage occurs after a notice to comply has been served on **you**
- 10% of the **buildings** sum insured for required stabilisation, excavation or replacement of land under or around **your home**

Unlimited Reinstatement

If **your policy schedule** shows the payment basis as 'unlimited reinstatement' cover, **we** will pay the full amount reasonably and necessarily incurred in the repair or reinstatement of **your building** even if this is greater than the sum insured on **your policy schedule**.

How Your Excess Applies

The **excess** shown on **your policy schedule** applies to each and every loss but **we** will not apply this if the cost of the covered claim exceeds £15,000.

Inflation Protection

We will adjust the sums insured for **buildings** each month to reflect the current rate of inflation. At each renewal, the sum insured and premium will be adjusted accordingly.

Additional Covers

The following covers apply automatically when **your buildings** are included on **your policy schedule** and are in addition to the sum insured for **buildings**.

Alternative Accommodation

If **your home** cannot be lived in because of a covered loss, **we** will pay:

- the reasonable costs that **we** have agreed in advance for alternative accommodation during the period of time it takes to restore **your home** to a habitable condition, for **you, your family, your** domestic pets and horses
- If **you** make **your** own alternative accommodation arrangements, **we** will pay an amount of up to 50% of the reasonable costs that **we** have agreed in advance for alternative accommodation incurred during the period of time it takes to restore **your home** to a habitable condition, for **you, your family, your** domestic pets and horses
- any rent, which ceases to be payable to **you** as a landlord, if **you** rent out all or part of **your home**. **We** will cover this reasonable loss of rent that **we** have agreed in advance for the period of time necessary to restore **your home** that was rented out by **you** to a habitable condition

your buildings

Building Works and Materials

We will pay for any covered loss, whilst building work is being undertaken to extend, renovate or alter **your home**, provided the estimated or quoted value of the building work, including unfixed materials, does not exceed £200,000. This cover extends to unfixed building materials, which have been supplied by **you** and will be used in connection with these building works, as long as they are within the boundaries of **your home**.

Buying a Residence

If **you** purchase a new residence in the United Kingdom during the **policy period**, **we** will automatically cover the residence at the new address against damage caused by fire only. Cover is effective for a period not longer than 60 days from the time **you** exchange contracts until **your** new insurance starts, or when **you** complete the purchase, whichever is earlier. No additional covers will apply.

We will not pay for loss or damage to **your** new residence unless:

- it is in a good state of repair and not undergoing any works
- it is not covered by any other insurance
- contracts have been exchanged during the **policy period**

Damage by Oil

We will pay up to £100,000 in any **policy period** to cover the reasonable and necessary costs of cleaning up contamination or **pollution** of land and/or water at **your home** caused by the escape of oil from any fixed domestic heating installation at **your home**. The damage must be caused by a sudden, unforeseen and identifiable leakage of oil from a fixed domestic heating installation at **your home**.

Disability

We will pay up to £150,000 for essential alterations to **your buildings** in the event that **you** or **your family** are permanently disabled as a result of a sudden and unforeseen illness or injury diagnosed by a physician which first occurs within the **policy period**.

Emergency Covers

Access

We will pay for loss or damage as a direct result of forcible entry to **your home** by the emergency services to attend a medical emergency.

Emergency Power

If **your home** is without power for a period of 24 hours following a loss caused by storm or flood, **we** will pay the reasonable costs to purchase a generator system up to £2,500.

Forced Evacuation

If the local authority or emergency services prohibits **your home** from being lived in, as a direct result of loss or damage to a neighbouring premises that would be a covered loss under this **policy**, **we** will pay the reasonable and necessary costs, for a period of one year from the date of the forced evacuation, which **we** have agreed in advance for:

- similar alternative accommodation for **you** and **your** domestic pets and horses
- rent which **you** still have to pay as a tenant including ground rent
- rent which should have been paid to **you** including ground rent
- emergency items that **you** purchase throughout the duration of the forced evacuation up to £10,000

your buildings

Emergency Covers (continued)

Emergency Preventive Measures

We will pay the necessary and reasonable costs incurred by **you** in taking emergency temporary measures to avoid or prevent further damage to **your home** after a covered loss.

Unlimited Replacement Locks

We will pay the cost of replacing the locks at any **home** detailed in the **policy schedule** if the keys to the **home** are lost or stolen. **Your excess** does not apply to this cover.

Environmental Costs

Environmental Upgrade

In the event of a covered loss which exceeds £10,000, **we** will pay up to 50% of the loss amount towards the cost of installation of green power generation systems as part of the repair or replacement of the damaged part of **your home**. The most **we** will pay is £50,000.

Utility Costs

If a covered loss has occurred to the green power generation system or **your** alternative water system at **your home**, **we** will pay up to £20,000 for:

- costs incurred as a direct result of the loss, to purchase **your** replacement electrical power from a power utility **company** or replacement water for residential watering of the grounds of **your home**
- loss of **your** power utility income as a direct result of the loss for the reasonable amount of time required to repair or replace **your** green power generation system

Garden Cover

Trees, Shrubs, Plants and Lawns

We will pay for loss or damage to trees, shrubs, plants and lawns at **your home** caused by:

- fire, lightning or explosion
- riot or civil commotion
- earthquake
- a collision by a vehicle or aircraft not owned or operated by **you**
- theft, attempted theft, vandalism or malicious acts

We will not pay

- more than £5,000 for the removal and/or replacement of any one tree, plant or shrub
- more than 10% of the **buildings** sum insured for any one claim at the **home** where the loss happened

Tree Removal

We will pay up to £5,000 in total for the cost of removing fallen trees or branches which affect the safety of or access to **your home**. **Your excess** does not apply to this cover.

We will also pay up to a total of £2,000 for the cost of removing trees felled by storm and where there has been no loss or damage to **your home** and does not affect the safety of or access to **your home**. **Your excess** does apply to this cover.

your buildings

Locating a Leak	In the event of damage during the policy period arising from the escape of water or fuel oil from any fixed domestic heating or plumbing system, storage tanks or service pipes serving your home and within the boundaries of the home , we will pay the cost of finding the leak and any damage incurred as a consequence of locating the source of such damage.
Loss of Oil or Metered Water	We will pay the cost of additional metered water charges or cost of oil lost from a fixed domestic heating or water installation at your home provided your home is not unoccupied or vacant .
Memorials	We will pay up to £10,000 for theft or malicious damage to a plaque or stone in memorial of a parent, spouse, partner or child. Your excess will not apply to this cover.
Other Permanent Structures	We will pay up to 10% of the buildings sum insured at each location detailed on your policy schedule for other permanent structures .
Selling Your Residence	If you enter into a contract to sell any home shown in the policy schedule during the policy period , we will cover that home at the same terms and conditions for the buyer, from the time you exchange contracts (or in Scotland the offer to purchase) until completion of the sale provided the buildings are not otherwise insured and this policy remains in force. The maximum period will be 60 days from the date of the exchange of contracts (or in Scotland the offer to purchase).
Trespass and Fly-tipping Protection	We will pay up to £50,000 in total during the policy period to cover the necessary and reasonable costs incurred by you in disposing of rubbish, litter or waste material left by unlawful trespassing or fly-tipping at your home .
Water Leaks and Flood Prevention	Water Leaks We will pay up to £2,500 for you to install an escape of water prevention system at a home where we have paid an escape of water claim, which exceeds £15,000 with our advance agreement, provided we have not paid for such a prevention system under your contents section. Flood Prevention We will pay up to £2,500 for you to install a flood prevention system at a home where we have paid a flood claim, which exceeds £15,000 with our advance agreement, provided we have not paid for such a prevention system under your contents section.
Your Buildings Exclusions	The following exclusions apply to Your Buildings section only, in addition to the General Policy Exclusions on pages 17 to 19 of your policy .
Other Permanent Structures	We do not cover loss or damage caused by wind, storm or flood to bridges, gates, fences, wind turbines, sea walls, jetty, pier, wharfs, bulkheads or docks.

your buildings

Subsidence, Heave or Landslip

We do not cover loss or damage caused by subsidence, heave or landslip to land, patios, terraces, swimming pools, tennis courts, footpaths, pavements, driveways, bridges, retaining walls, garden and sea walls, jetty, pier or wharf, domestic fixed fuel tanks, wind turbines, fences or gates unless **your home** also sustains a covered loss or damage at the same time by the same event. **We** also do not cover any loss or damage caused by:

- the movement of solid floor slabs unless the foundations beneath the exterior walls of **your home** are damaged at the same time by the same event
- the thermal expansion or contraction of building materials, bulging, compaction of infill or **settlement**

Structural Movement

We do not cover loss or damage caused by the structural movement of **your home** or **other permanent structures**, unless caused by subsidence, heave or landslip.

your contents

What is Covered

This section of the **policy** covers **you** against physical loss or physical damage to **your contents** anywhere in the world up to the amount insured stated in **your policy schedule** during the **policy period**. Cover is subject to the terms, conditions, applicable limits and exclusions in this **policy**.

How Much Will We Pay

We will pay the cost to repair or replace **your contents** following physical loss or physical damage, whichever is less and up to the amount insured at each of **your home(s)** and as stated in **your policy schedule**. **We** will cover **you** for loss or damage to **your contents**, which happens anywhere in the world during the **policy period**. The amount insured applies to each occurrence and is subject to the **excess** stated in **your policy schedule**.

Special Limits

For the following types of **contents**, **we** will not pay more than the limits shown below. These special limits do not increase the **contents** sum insured in **your policy schedule**

Collectibles	£50,000
Home office business stock	£50,000
Jewellery	£15,000
Motorised land vehicles	£25,000
Personal money at the residence	£25,000
Watercraft	£25,000
Non-motorised horseboxes and trailers	£25,000

Extended Replacement

If the replacement cost of **your contents** exceeds the sum insured stated in **your policy schedule**, **we** will pay up to 50% more than the sum insured at **our** discretion. This protection is provided on the condition that **you** maintain the sums insured for **contents** including any adjustments made by **us** for inflation, changes following an appraisal and any re-evaluations.

How Your Excess Applies

The **excess** shown on **your policy schedule** applies to each and every loss but **we** will not apply this if the cost of the covered claim exceeds £15,000.

Pairs and Sets

Where a loss occurs to a pair or set or part of a larger unit, **we** will agree to pay the following whichever is the lesser value:

- the cost to repair the damaged property to its condition before the loss occurred
- the cost to replace the pair, set or larger unit provided **you agree** to surrender the undamaged part of the pair or set or larger unit to **us** and **we** agree to accept the items

We will also pay the difference in the market value immediately before and after the loss occurred.

Inflation Protection

We will adjust the sums insured for **contents** each month to reflect the current rate of inflation. At each renewal, the sum insured and premium will be adjusted accordingly.

your contents

Additional Covers

The following covers apply automatically when **your contents** are included on **your policy schedule** and are in addition to the sum insured for **contents**.

Alternative Accommodation

If **your home** cannot be lived in because of a covered loss, **we** will pay:

- the reasonable costs that **we** have agreed in advance for alternative accommodation during the period of time it takes to restore **your home** to a habitable condition, for **you, your family, your** domestic pets and horses
- if **you** make **your** own alternative accommodation arrangements, **we** will pay an amount of up to 50% of the reasonable costs that **we** have agreed in advance for alternative accommodation incurred during the period of time it takes to restore **your home** to a habitable condition, for **you, your family, your** domestic pets and horses
- any rent, which ceases to be payable to **you** as a landlord, if **you** rent out all or part of **your home**. **We** will cover this reasonable loss of rent that **we** have agreed in advance for the period of time necessary to restore **your home** that was rented out by **you** to a habitable condition

Data Recovery

We will pay up to £5,000 for the reasonable costs of **you** employing an external professional person or organisation to help with the recovery or replacement of **home business** or personal data or records as a result of physical loss or physical damage to a personal computer or portable computing device.

Events

Marquees

We will pay up to £75,000 in respect of damage to a temporarily hired marquee and equipment that **you** are held solely responsible for while it is at a private dwelling listed in **your policy schedule** and provided it is not insured elsewhere.

Cancellation

We will pay up to £75,000 per **policy period** for unrecoverable expenditure or costs **you** are liable to pay and cannot recover following the unavoidable cancellation of a non-profit making personal celebration or social gathering taking place at **your home**. Cancellation must be due to a sudden and unforeseen occurrence beyond **your** control.

Food Spoilage

We will pay the cost of food spoilage due to a mechanical breakdown or a change in temperature due to an interruption of the power supply to **your** freezers or refrigerators at **your home**.

Locating a Leak

In the event of damage during the **policy period** arising from the escape of water or fuel oil from any fixed domestic heating or plumbing system, storage tanks or service pipes serving **your home** and within the boundaries of the **home**, **we** will pay the cost of finding the leak and any damage incurred as a consequence of locating the source of such damage.

Loss of Oil and Metered Water

We will pay the cost of additional metered water charges or cost of oil lost from a fixed domestic heating or water installation at **your home** provided **your home** is not **unoccupied** or **vacant**.

your contents

Newly Acquired Items

We will pay for loss or damage to any items newly acquired during the **policy period** and within the definition of **contents**. **We** will not provide cover unless **you** inform **us** within 90 days of acquiring the items and pay any additional premium. The most **we** will pay is 25% of the highest amount of **contents** cover as listed in the **policy schedule**.

Tenants' Cover

Tenants' Improvements

If **you** are a tenant or leaseholder **we** will cover the building alterations, fixtures, improvements and alterations, which **you** own or are legally responsible for at **your home**. The most **we** will pay is 10% of the **contents** sum insured at the **home** where the loss occurred or the higher amount if shown on the **policy schedule**.

Trees, Shrubs, Plants and Lawns

We will pay for loss or damage to trees, shrubs, plants and lawns at **your home** caused by:

- fire, lightning or explosion
- riot or civil commotion
- earthquake
- a collision by a vehicle or aircraft not owned or operated by **you**
- theft, attempted theft, vandalism or malicious acts

We will not pay

- more than £2,500 for the removal and/or replacement of any one tree, plant or shrub or
- more than 10% of the **contents** sum insured for any one claim at the **home** where the loss happened, whichever is the lesser

Unlimited Replacement Locks

We will pay the cost of replacing the locks at any **home** detailed in the **policy schedule** if the keys to the **home** are lost or stolen. **Your excess** does not apply to this cover.

Visitors and Domestic Employees' Personal Possessions

We will pay up to the **contents** sum insured for loss or damage to **contents** in **your home** belonging to visitors and **domestic employees** provided such **contents** are not otherwise insured.

We do not provide cover for **valuable possessions** or **personal money**.

Water Leaks and Flood Prevention

Water Leaks

We will pay up to £2,500 for **you** to install an escape of water prevention system at a **home** where **we** have paid an escape of water claim, which exceeds £15,000 with **our** advance agreement, provided **we** have not paid for such a prevention system under **your buildings** section.

Flood Prevention

We will pay up to £2,500 for **you** to install a flood prevention system at a **home** where **we** have paid a flood claim, which exceeds £15,000 with **our** advance agreement, provided **we** have not paid for such a prevention system under **your buildings** section.

Your Dependent Parents and Grandparents

We will pay up to the **contents** sum insured for loss or damage to personal property belonging to **your** parents and grandparents who are residing in a nursing or residential care home.

We do not provide cover for **valuable possessions** or **personal money**.

your contents

Your Contents Exclusions

The following exclusions apply to **Your Contents** section only, in addition to the General **Policy** Exclusions on pages 17 to 19 of **your policy**. **We** do not cover loss of or damage caused by:

Boarders and Lodgers

We do not cover loss of or damage to the property of boarders, lodgers or other tenants.

Business Property

We do not cover loss of or damage to business property or money used for business activities unless it is **home business equipment** and **home business stock**.

Goods and Services

We do not cover loss of or damage caused by **you** not receiving goods and services **you** have paid for.

Loss by Animals

We do not cover loss of or damage caused by chewing, scratching, tearing or fouling by **your** domestic pets.

Motor Parts and Accessories

We do not cover loss of or damage to **motorised land vehicles**, their motor parts, electronic equipment and accessories unless stated otherwise within **your policy**.

Non-Motorised Horseboxes and Trailers

We do not cover loss of or damage to non-motorised horseboxes that exceed 15 ft in length.

Sports Equipment

We do not cover loss of or damage to sports equipment whilst taking part in a professional sport.

Watercraft

We do not cover loss of or damage to **watercraft** or its trailer caused by collision, sinking, stranding or swamping. **We** do cover collision of a **watercraft** and its trailer with a land vehicle unless another exclusion applies.

your valuable possessions

What is Covered

This section of the **policy** covers **you** against physical loss or physical damage to **your valuable possessions** anywhere in the world up to the amount insured stated in **your policy schedule** during the **policy period**. Cover is subject to the terms, conditions, applicable limits and exclusions in this **policy**.

No **excess** will apply to any loss or damage under this section unless detailed on **your policy schedule**.

How Much Will We Pay

Sum Insured

The sums insured for each specified and unspecified category of **valuable possessions** are shown on **your policy schedule**.

Specified Items

Total Loss

If a specified item listed on **your policy schedule** under **valuable possessions** is lost or damaged beyond repair, **we** will replace the item, or pay the sum insured for that item stated on **your policy schedule**.

Partial Loss

In the event of partial loss or damage to a specified item under **valuable possessions**, **we** will pay to repair, replace or restore the specified item to its condition immediately before the loss up to the sum insured for that item stated on **your policy schedule**.

In the event the specified item cannot be fully restored to its condition immediately before the loss, **we** will pay any loss in market value up to the sum insured stated on **your policy schedule**.

Unspecified Items

Total Loss

If an unspecified item within a category shown on **your policy schedule** under **valuable possessions** is lost or damaged beyond repair, **we** will pay to replace the item.

Partial Loss

In the event of partial loss or damage to an unspecified item under **valuable possessions**, **we** will pay to repair, replace or restore the item to its condition immediately before the loss. In the event the unspecified item cannot be fully restored to its condition immediately before the loss, **we** will pay any loss of market value.

The most **we** will pay for total loss or partial loss to unspecified items is the single article limit or the total unspecified sum insured for the category as shown in **your policy schedule**, whichever is less.

Extended Replacement Protection

If the replacement cost of **your valuable possessions** exceeds the sums insured stated in **your policy schedule**, **we** will pay up to 200% or £2,000,000 more than the sum insured, whichever is less, if **you** can provide **us** with an independent professional valuation no more than 3 years old.

your valuable possessions

Pairs and Sets

Where a loss occurs to a pair or set or part of a larger unit, **we** will agree to pay the following whichever is the lesser value:

- the cost to repair the damaged property to its condition before the loss occurred
- the cost to replace the pair, set or larger unit provided **you agree to** surrender the undamaged part of the pair or set or larger unit to **us** and **we** agree to accept the items

We will also pay the difference in the market value immediately before and after the loss occurred.

Additional Covers

The following covers apply automatically when **your valuable possessions** are included on **your policy schedule** and are in addition to the sum insured for **valuable possessions**.

Death of an Artist

We will pay up to 200% of the amount shown in the **policy schedule** for any one specified item of **fine art**, up to a maximum of £2,000,000 within the immediate 12 months following the death of the artist provided that **you** can produce an independent professional valuation no more than 3 years old at the time of loss or damage.

Defective Title

We will pay the amount shown in the **policy schedule** for a specified item, which **you** are required by law to relinquish possession of, if it is subsequently proven that the item is not rightfully **yours** and **you** are legally obliged to return it to **your** rightful owner due to:

- unforeseen discovery of the vendor's defective or lack of title to the item purchased by **you**
- any claim placed on the item, prior to the purchase by **you** and of which **you** were not aware

We will also pay legal costs incurred by **you**, with **our** prior consent, in defending an action brought against **you** in respect of any defective title or lack of title claim. The most **we** will pay is £250,000 per **policy period**, including legal fees and expenses.

Newly Acquired Items

We will pay for loss or damage to any items newly acquired during the **policy period** and within the definition of **valuable possessions**. **We** will not provide cover unless **you** inform **us** within 90 days of acquiring the items and pay any additional premium. The most **we** will pay is 25% of the highest amount of **valuable possessions** cover as listed in the **policy schedule**.

Works of Fine Art – Unfinished Items

We will pay up to £100,000 for non-recoverable deposits which **you** have paid or are legally liable to pay for any commissioned works of art which cannot be completed due to the death of the commissioned artists during the **policy period**. **You** must have commissioned the works of art during the **policy period** and advised **us** about the claim during the **policy period**.

Valuable Possessions on Loan or Borrowed

We will cover any **valuable possessions** that are temporarily loaned to **you** from the date of the loan period for a period of a seven days up to 25% of the total specified sum insured for that category or a maximum of £250,000, whichever is the lesser amount.

We will cover **valuable possessions** that are loaned by **you** up to a maximum of 25% of the specified sum insured for the same category or £250,000, whichever is the lesser amount.

your valuable possessions

Your Valuable Possessions Exclusions

The following exclusions apply to **Your Valuable Possessions** section only, in addition to the General **Policy** Exclusions on pages 17 to 19 of **your policy**.

Business Activities

We will not cover loss or damage to **valuable possessions** used for any trade, business or profession.

Wine and Spirits

We do not cover loss or damage to wine or spirits caused by cork taint, contamination, discolouration, evaporation, gradual leakage, oxidation, unexplained shortages or mysterious disappearance.

your liability

What is Covered

This section of the **policy** covers **your** legal liability for loss **you** are held legally responsible for, which arises from an occurrence anywhere in the world. Cover is subject to the terms, conditions, applicable limits and exclusions set out in this **policy**.

How Much Will We Pay

Property Owner's Liability

We will pay up to the sum insured stated in **your policy schedule** if **we** insure **your buildings** and as owner (but not as occupier) for any amounts **you** become legally liable to pay as damages for:

- **bodily injury**
 - damage to property of others
- caused by an accident happening in or about **your home** during the **policy period**.

Personal Liability

We will pay up to the sum insured stated in **your policy schedule** as a private individual for any amounts **you** become legally liable to pay as damages for:

- **bodily injury**
 - damage to property of others
- caused by an accident anywhere in the world during the **policy period**.

Occupier's Liability

We will pay up to the sum insured stated in **your policy schedule** if **we** insure **your contents** and as occupier (but not as owner) for any amounts **you** become legally liable to pay as damages for:

- **bodily injury**
 - damage to property of others
- caused by an accident happening in or about **your home** during the **policy period**.

Defence Costs

We will pay for any reasonable legal fees and expenses incurred by **you** in defending any legal claims which are covered by **your liability** cover and if **you** were found liable. **We** will pay up to the liability limit stated in **your policy schedule**, subject to the terms, conditions and exclusions set out in this **policy**. **We** will only pay for legal fees and expenses agreed by **us** in writing.

Liability Limit

We will not pay more than the liability limit noted in **your policy schedule**, regardless of how many claims, **homes** or people are involved in the incident. This is inclusive of all costs.

Excess

There is no **excess** applicable to any claim under this section of cover unless stated otherwise in **your policy**.

your liability

Additional Covers

The following covers apply automatically when **your liability** for **your home** are detailed in **your policy schedule**.

Accidents to Domestic Employees

We will pay up to the sum insured stated in **your policy schedule** for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by an accident happening during the **policy period** anywhere in the world to **your domestic employees** employed in connection with **your home** shown in the **policy schedule**.

The accident must arise in the course of the **domestic employees'** employment for domestic duties or undertaken in connection with **your incidental farming activities** or **home business**.

Acquired Land

Provided that **your main home** is insured under the liability section of this **policy**, **we** will cover **you** or **your family** on the same basis of cover arising from **your** ownership of any newly acquired land within the United Kingdom and Republic of Ireland provided that **you** tell **us** about it within 60 days of the acquisition and pay any additional premium required.

We will not pay for any liability claim if

- the land is being used for property development or any business pursuits or activities
- there are **buildings** or structures on the land

Bank Cards

We will pay up to £50,000 per **policy period** for any amount **you** are legally obliged to pay resulting from:

- theft or loss of a bank card issued in **your** name providing that **you** have followed the terms and conditions under which the credit card was issued. A bank card is defined as a credit, debit or charge card belonging to **you** or **your family**

Charitable Events

We will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or accidental damage to material property of others

arising from the hiring out or the opening of **your home**, its garden and/or land provided that this is for a non-profit making registered charity.

Defective Premises Act

We will pay up to the sum insured stated in **your policy schedule** for any damages **you** are legally liable to pay under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in respect of any private **home you** previously owned or occupied and where no other insurance covers the liability. If this **policy** is terminated, **you** will be insured for a period of seven years from the date of cancellation of this **policy**.

Directors and Trustees Liability

We will pay up to £2,000,000 per occurrence for any legal claim, legal fees, damages and expenses arising out of **your** directorship of, or sitting on the board of trustees for, a registered charity. Any claim for a series of wrongful acts or omissions will be attributable to the same original cause or event.

your liability

Directors and Trustees Liability (continued)

We will only pay after all other insurance policies providing cover for the directors of the registered charity referred to in this additional cover have been exhausted.

We will not pay for any liability claim resulting from the following:

- claims whereby another insurance **policy** is in place
- claims brought against **you** in, under the jurisdiction of, or subject to the laws of the United States of America or Canada
- fines, penalties or other punitive damages
- injury, sickness, disease or death of any person
- legal claims brought against **you** by any other person included within the definition of **you**
- **you** illegally taking profit or remuneration **you** are not entitled to
- **you** knowingly violating any statute or law
- **your** involvement in any pension scheme or employee benefits programme

Education Fees

We will pay up to a maximum of £50,000 if **you** or **your family** suffer a long-term illness, diagnosed by a medical practitioner and confirmed in writing or suffer an accident resulting in death and as a direct result:

- **you** or **your family** are unable to commence or continue an educational course at any educational institution. **We** will pay for course fees and term-time accommodation which **you** have to pay (or are liable to pay) and which **you** cannot recover; or
- **you** or **your family** are unable to participate in examinations at any educational institution, **we** will pay for the costs that **you** incur if **you** have to undertake an additional year of study so that **you** can retake the same examinations

Fundraising Events

We will pay up to a maximum of £10,000 in total for all claims in the **policy period**, if **you** are unable to take part in a fund-raising event for a registered charity, as the direct result of an unforeseen illness or injury, which is diagnosed by a medical practitioner and confirmed in writing. **We** will pay the registered charity the amount that **your** sponsors do not pay because **you** were unable to take part.

Golf Cover

We will cover **you** or **your family** whilst playing or participating in an activity at a golf club anywhere in the world for the following incidents:

Third Party Damage

We will cover damages to another person's property or **bodily injury** caused by **you** or **your family**, irrespective of legal liability.

Personal Accident

We will pay £10,000 for any one incident, if **you** or **your family** suffer injury whilst playing golf and within 12 months of the incident this results in death, loss of limb(s) or loss of eye(s).

Motorised Land Vehicles

We will pay up to the sum insured stated in **your policy schedule** for damages, legal fees and expenses **you** are liable to pay for **bodily injury** or damage to another person's property arising out of the ownership or possession of **motorised land vehicles**.

your liability

Incidental Farming Activities

We will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or accidental damage to material property arising from any **incidental farming activities**, including stabling and livery at **your home** provided that **you** are not entitled to indemnity under any other insurance and:
 - the hours worked by an employee do not exceed 1,500 hours per year
 - the total gross annual revenue generated from the raising or caring of animals does not exceed £25,000 or the sale of animals does not exceed 25 animals during the **policy period**
 - the total gross annual revenue generated from horticultural operations does not exceed £10,000

Unpaid Court Awards

If **you** or **your family**

- suffer **bodily injury** or damage resulting from an occurrence during the **policy period**, which would have been covered under this section
 - have commenced legal proceedings to recover any resultant damages from a third party
- we** will pay up to the sum insured stated in **your policy schedule** for damages awarded to **you** in a court of law in the United Kingdom, if the award is not paid to **you** within three months of the date of the judgement. If **you** receive any damages or costs after **we** have paid **you** under this section, **you** must return the amount to **us**.

We will not provide cover if:

- the incident occurred in the course of **your** business, profession or occupation other than **incidental farming activities** or **your home business** activities
- **you** have not notified **us** that **you** intend to commence proceedings and **we** agree to provide cover
- the judgement is not subject to any appeal process
- the judgement debt has been outstanding for over 3 months

Your Liability Exclusions

The following exclusions apply to **Your Liability** section only, in addition to the General **Policy** Exclusions on pages 17 to 19 of **your policy**.

Aircraft

We will not pay for any liability, legal claims, expenses or costs arising from the ownership, maintenance, use, loading, unloading, or towing of any manned aircraft or civil drones (unmanned aircraft) or any recreational drones (small unmanned aircraft) that are used for commercial purposes or do not comply with the Air Navigation Order 2016 and any subsequent amending regulation other than:

- drones less than 250g owned by **you** or **your family** and solely used for hobby or recreational purposes

Business Pursuits

Unless stated otherwise, **we** will not pay for any liability, legal claims, expenses or costs arising from **your** business, profession or trade other than voluntary work for a registered charity, **incidental farming activities** or **home business** activities, or the letting of **your home** provided **you** have told **us** about the letting arrangement prior to the occurrence.

your liability

Fines and Penalties

We will not pay for any liability, legal claims, expenses or costs arising from fines, penalties or punitive damages.

Contractual Liability

We will not pay for any liability, legal claims, expenses or costs arising from contracts or agreements, whether written or unwritten, unless liability would have existed without the contract or agreement.

Dangerous Dogs

We will not pay for any liability, legal claims, expenses or costs arising from ownership of any animal other than domestic pets or horses but excluding **your** ownership, custody or control of a dog to which Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991 applies and any amending legislation.

Director's Liability

We do not cover liability, legal claims, expenses or costs arising from **your** role as an officer or member of a board of directors of any corporation or organisation, or as a trustee, unless cover is provided by this **policy** under Directors and Trustees Liability for a registered charity.

Discrimination

We will not pay for any liability, legal claims, expenses or costs arising from actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, disability, sexual preference or any other discrimination as defined by the Equality Act 2010 and any amending legislation.

Financial Guarantee

We will not pay for any liability, legal claims, expenses or costs arising from a guarantee of any financial performance **you** have provided.

Personal Injury to a Covered Person

We will not pay for any liability, legal claims, expenses or costs arising from **bodily injury to you or your family**.

Motorised Land Vehicles

We will not pay for any liability, legal claims, expenses or costs arising from ownership, maintenance, use, loading or unloading of any motorised vehicle that is required to have compulsory motor insurance by law other than **motorised land vehicles**.

This exclusion does not apply to motorised vehicles used on private land and where:

- The motor vehicle is being used for its intended purpose
- Compulsory motor insurance does not apply by law and
- Any such claim is not covered by another insurance **policy**

The most **we** will pay in total for any such claim is £2,000,000 including costs and expenses.

Professional Services

We will not pay for any liability, legal claims, expenses or costs arising from **you** performing or failing to perform professional services for which **you** are legally responsible or licensed.

your liability

Property in Your Care,
Custody or Control

We do not cover liability, legal claims, expenses or costs arising from damage to property belonging to, or held in trust by, **you** or in **your** care, custody or control.

Watercraft

We will not pay for any liability, legal claims, expenses or costs arising from the ownership, possession or use of any **watercraft** exceeding 26 feet in length or more than 50 horsepower, jet skis, wet bikes or surf jets owned by **you** or any **watercraft** furnished or rented to **you** for longer than 30 days.

Unlicensed Firearms

We will not pay for any liability, legal claims, expenses or costs arising from the ownership, possession or use of any unlicensed firearm.

family protection

What is Covered

This section provides the following covers, which occur during the **policy period**:

Accidental **Death** and **Disablement**
Active Assailant and Acts of **Terrorism**
Aggravated Assault
Aggravated Burglary
Air Rage and/or **Road Rage**
Carjacking
Kidnap, Hijack, Stalking

Accidental Death or Disablement

This covers **you** and **your family** against accidental **death** or **disablement**, which is independent of any illness, disease or other bodily malfunction, as a result of:

- a covered incident of fire within **your home**,
- **active assailant** and acts of **terrorism**,
- **aggravated burglary**,
- **aggravated assault**,
- **carjacking**,
- **kidnap, hijack** or **stalking**.

death means **your** clinical death as determined by a qualified medical physician or examiner due to a covered incident or if there has been an absence of communication from the victim for a period of 2 years following the covered incident
The most **we** will pay is £100,000 for death.

disablement means physical injury suffered during the **policy period**, which leads to the following within 1 year of such physical injury:

Loss of Hearing

Loss of hearing in one or both ears which is confirmed as being total and permanent by a qualified medical practitioner specialising in hearing loss and approved by **us**.

The most **we** will pay is £50,000 for loss of hearing.

Loss of Limb

Loss of use of an arm, hand, foot or leg, which is confirmed as being total and permanent by a qualified medical practitioner and approved by **us**.

The most **we** will pay is £50,000 for loss of use of one limb or £100,000 for loss of use of two limbs.

Loss of Sight

Loss of sight in one or both eyes which is confirmed as being total and permanent by a qualified medical practitioner, specialising in the study and treatment of disorders and diseases of the eye and approved by **us**.

The most **we** will pay is £50,000 for permanent loss of sight in one eye or £100,000 for permanent loss of sight in both eyes.

family protection

Accidental Death or Disablement

(continued)

Loss of Speech

Loss of speech which is confirmed as being total and permanent by a qualified medical practitioner, specialising in loss of speech and approved by **us**.

The most **we** will pay is £50,000 for loss of speech.

The most **we** will pay for loss of the combination of loss of limbs, loss of sight, loss of hearing or speech in one incident is £100,000.

Active Assailant and Acts of Terrorism Assistance

Active assailant means a person or group of persons actively engaged with the use of weapons in killing or attempting to kill or cause serious harm or injury to a person or group of persons.

Following an **active assailant** or act of **terrorism** incident, **we** will pay the necessary and reasonable costs incurred for:

- related medical and psychiatric expenses including professional private counselling fees up to £25,000 per person for **you** or **your family**. The most **we** will pay is £50,000 in respect of costs incurred within one year of the act of **terrorism** or **active assailant** incident and as prescribed by a physician or other authorised mental health professional.
- rest and recuperation expenses that are incurred by **you** or **your family** for each incident and as prescribed by a physician or other authorised mental health professional. The most we will pay is £5,000.
- loss of salary for **you** and **your family** for 60 days following the incident up to £25,000 per person and in excess of any other valid and collectible benefits. The most we will pay is £50,000 per incident.
- reasonable costs for travel and temporary accommodation incurred by **you** or **your family** to be located closer to the medical centre/facility where the victim is receiving medical treatment. The most we will pay is £5,000.

Aggravated Assault

An **aggravated assault** means an unlawful threat or act of violence committed against **you** or **your family** by an individual or group of individuals that unlawfully take or attempt to take any possessions whilst **you** or **your family** are away from **your home**.

Following an **aggravated assault** **we** will pay the necessary and reasonable costs incurred for:

- related medical and psychiatric expenses including professional private counselling fees up to £25,000 per person for **you** or **your family**. The most **we** will pay is £50,000 in respect of costs incurred within one year of the **aggravated assault** incident and as prescribed by a physician or other authorised mental health professional.
- rest and recuperation expenses that are incurred by **you** or **your family** for each incident and as prescribed by a physician or other authorised mental health professional. The most we will pay is £5,000.
- loss of salary for **you** and **your family** for 60 days following the incident up to £25,000 per person and in excess of any other valid and collectible benefits. The most we will pay is £50,000 per incident.

family protection

Aggravated Burglary

An **aggravated burglary** means an unlawful threat or act of violence committed against **you** or **your family** or **your** visitors by an individual or group of individuals that unlawfully enter **your home**.

Following an **aggravated burglary** we will pay the necessary and reasonable costs incurred for:

- related medical and psychiatric expenses including professional private counselling fees up to £25,000 per person for **you** or **your family**. The most **we** will pay is £50,000 in respect of costs incurred within one year of the **aggravated burglary** incident and as prescribed by a physician or other authorised mental health professional.
- the costs of necessary temporary accommodation for up to seven days and not exceeding £1,500 per incident, in order to carry out security improvements to **your home**, which **we** have agreed in writing.
- costs, fees and expenses for security measures and temporary security guards employed solely for the purpose of protecting **you** and **your family** and/or **your home** following an **aggravated burglary** at **your home**. The most **we** will pay is £10,000 for security expenses and up to £10,000 for security advice per incident.
- up to £10,000 in all, during the **policy period**, for necessary conveyancing, removal and estate agents' fees if, within 6 months of the **aggravated burglary**, **you** feel compelled to move house and had not already planned to do so.
- up to £10,000 for reasonable expenses incurred in paying a reward for information that leads to the arrest and successful conviction of any person(s) who committed the **aggravated burglary** at **your home**. **You**, **your family** or the police are not eligible for this reward.

Air Rage and/or Road Rage

Air Rage means an unprovoked physical violent assault, where **you** are travelling as a passenger on a commercial aircraft and causes **you** or **your family** physical bodily harm.

Road Rage means an unprovoked physical violent assault, where **you**, **your family** and/or **your** chauffeur are travelling in a motor vehicle and causes **you**, **your family** and/or **your** chauffeur physical bodily harm.

Following an **air rage** and/or **road rage** we will pay the necessary and reasonable costs incurred for:

- related medical and psychiatric expenses including professional private counselling fees up to £15,000 per person for **you** or **your family**. The most **we** will pay is £30,000 in respect of costs incurred within one year of the **air rage** or **road rage** incident and as prescribed by a physician or other authorised mental health professional.
- rest and recuperation expenses that are incurred by **you** or **your family** for each incident and as prescribed by a physician or other authorised mental health professional. The most **we** will pay is £5,000.

Carjacking

Carjacking means the use of force, violence or intimidation during the theft or attempted theft of a motor vehicle or property within that vehicle in which **you** or **your family** are travelling.

Following a **carjacking** we will pay the necessary and reasonable costs incurred for:

- related medical and psychiatric expenses including professional private counselling fees up to £25,000 per person for **you** or **your family**. The most **we** will pay is £50,000 in respect of costs incurred within one year of the **carjacking** incident and as prescribed by a physician or other authorised mental health professional.

family protection

Carjacking (continued)

- rest and recuperation expenses that are incurred by **you** or **your family** for each incident and as prescribed by a physician or other authorised mental health professional. The most **we** will pay is £5,000.
- loss of salary for **you** and **your family** for 60 days following the incident up to £25,000 per person and in excess of any other valid and collectible benefits. The most **we** will pay is £50,000 per incident.
- reasonable costs for travel and temporary accommodation incurred by **you** or **your family** to be located closer to the medical centre/facility where the victim is receiving medical treatment. The most **we** will pay is £5,000.

We do not cover any claim made for **carjacking** which occurs in a country where the Foreign and Commonwealth Office has advised against all travel and all but essential travel prior to **your** visit.

Kidnap, Hijack, and Stalking

This covers **you** or **your family** in respect of insured losses of a **kidnap, hijack or stalking**, which occur during the **policy period**. The most **we** will pay in total during the **policy period** is £100,000 (including reward) for **kidnap** and **hijack** and £30,000 for a **stalking** incident, inclusive of all fees and expenses.

Specific limits are shown within the individual covers and are not in addition to the amounts shown above. Cover is subject to the terms, general conditions, and general exclusions in this **policy**.

Definitions applicable to this section

Any words or expressions listed below will carry the same meaning wherever they appear in this section in **bold** and **blue**, unless stated otherwise. Additional definitions can be found in the General **Policy** Definitions.

you/your/your family

This definition includes for the purposes of this section only

1. **You, your, your family** as defined within General **Policy** Definitions
2. Any **domestic employee** who is with **you** or **your family** during a **kidnap** or **hijack**
3. Any person who is involved in the handling or negotiation of a **kidnap** or **hijack**

hijack

The illegal holding of **you** or **your family** for a period of time greater than 3 consecutive hours whilst travelling on or in any aircraft, motor vehicle, train, ship or boat.

informant

A person who provides information not otherwise obtainable in return for the payment of money.

kidnap

The actual or alleged illegal taking captive or abduction of **you** or **your family** by a person or a group of people who demand a **ransom** from **you** or **your family** for their release. **You** are not covered while visiting countries or areas against the recommendation or advice of the Foreign Office or the Department of Health unless **we** give **our** prior written permission.

ransom

Cash and/or saleable goods or services surrendered or to be surrendered by or on behalf of **you** or **your family** to meet a **kidnap** demand.

family protection

response consultants -
Schillings

If a **hijack, kidnap, or stalking incident** occurs or is believed to have occurred **you** should contact the **response consultants** on the following 24 hour emergency telephone number(s):

Emergency Helpline:
Calling from inside the UK
0345 646 0601

Calling from outside the UK
+44 (0) 203 657 0832

Website: www.schillingspartners.com

stalking

Stalking means persistent and repeated harassment, which restricts **you** or **your family's** freedom or causes alarm or distress to **you** or **your family**. This can be by direct contact with, actual following of, watching or spying on **you** or **your family**, indirect contact via friends and/or family and/or colleagues or any other intrusion into **you** or **your family's** privacy which causes **you** or **your family** to fear for their safety.

Insured Losses

We will provide cover for the following:

Ransom

ransom which has been surrendered for a **kidnap**. In the case of saleable goods or services, **we** shall pay the fair market value of the goods or services at the time of surrender based on an independent valuation. The most **we** will pay is £10,000.

Ransom in Transit

The loss in transit of a **ransom** for a **kidnap** while it is being transported to those who have demanded it, by someone authorised by **you** or **your family**. The most **we** will pay is £10,000.

Response Consultants

The fees and expenses of the **response consultants** incurred in respect of a **kidnap** or **hijack** incident.

Stalking

Costs of the services of the **response consultants** for the assessment of a **stalking** threat and the temporary protection of the threatened covered person, starting from the date the **stalking** threat was first reported to **response consultants**.

Additional Expenses

Reasonable additional expenses necessarily incurred by **you** or **your family** resulting from and for the entire time of a **kidnap, hijack** or **stalking** incident and shall include where detailed:

a. Travel/Temporary Accommodation

Costs of travel and temporary accommodation incurred by **you** or **your family**, incurred within 60 days of a **kidnap** or **hijack** incident. The most **we** will pay is £10,000 per incident.

b. Medical Expenses

Fees for independent medical, dental care and any expense of confinement, related professional support and/or counselling up to £25,000 per person for **you** or **your family** within 1 year of the release of **you** or **your family** in the event of **kidnap** or **hijack**. The most **we** will pay is £50,000 per incident.

family protection

Additional Expenses (continued)

c. **Psychiatric Services**

Related psychiatric services up to £10,000 per person for **you** or **your family** for each **stalking** occurrence within one year of the **stalking** threat and as prescribed by a physician or other authorised mental health professional. The most **we** will pay is £20,000 per incident.

d. **Reward**

Any cash reward paid by **you** or **your family** to an **Informant** for information which helps to resolve the **kidnap** or **hijack**.

e. **Salary Lost**

Loss of salary for **you** and **your family** for 60 days following the **kidnap**, **hijack** or **stalking** incident up to £25,000 per person and in excess of any other valid and collectible benefits. The most **we** will pay is £50,000 per incident.

f. **Security Measures**

Costs, fees and expenses of temporary security measures and/or security guards temporarily employed solely for the purpose of protecting **you** and **your family** in the country where a **kidnap** or **hijack** has happened and on the specific recommendation of the **response consultants**.

Costs, fees and expenses of temporary security measures and/or security guards temporarily employed solely for the purpose of protecting **you** and **your family** and/or **your home** following a **stalking** incident.

The most **we** will pay is £10,000 for security expenses and up to £10,000 for security advice per incident.

g. **Communication Costs**

Costs of communication, communication equipment, recording equipment and advertising. This cover is applicable to a **kidnap** or **hijack** and the most **we** will pay is £5,000.

h. **Rest and Rehabilitation**

Rest and recuperation expenses that are incurred by the victim, the victim's partner and children within 6 consecutive calendar months following the release of a **kidnap** or **hijack** victim. The most **we** will pay is £15,000 per incident.

i. **Repatriation/Funeral Costs**

The costs of returning home the body and the costs of burial or cremation following death, as a result of a **kidnap** or **hijack** incident covered by this section.

j. **Child Care**

The costs of child care incurred by **you** or **your family** as a result of a **kidnap** or **hijack** incident covered by this section. The most **we** will pay is £10,000 per incident.

family protection

General Conditions Applicable to Kidnap and Hijack Cover

Notification of an Incident

When a **kidnap** or **hijack** has happened or is believed to have happened, **you** must:

- inform the **response consultants** and provide whatever information is required as soon as is practicable and **you** shall communicate fully and without exception with the **response consultants** at all times, following the **kidnap** or **hijack**
- inform or allow the **response consultants** to inform the appropriate authorities, responsible for law enforcement in the country where a **kidnap** or **hijack** has happened or is believed to have happened, of the **ransom** demand as soon as is practicable whilst having regard for the personal safety of the victim
- before agreeing to the payment of any **ransom**, make every reasonable effort to determine that the **kidnap** has actually happened and is not a hoax
- be able to show that such **ransom** had been surrendered under duress

General Exclusions Applicable to Kidnap, Hijack and Stalking Cover

The following exclusions apply to this section only, in addition to the General **Policy** Exclusions on pages 17 to 19 of **your policy**.

We will not cover any claims or loss(es):

- occurring in a country where the Foreign and Commonwealth Office has advised against travel prior to **your** visit
- if it is evident that any **kidnaps** or **hijacks** were carried out in furtherance one of another, they shall be deemed to be connected and constitute a single **kidnap** or **hijack**. Nevertheless, there shall be no coverage in respect of a series of **kidnaps** or **hijacks** the first of which began before the **policy period**
- any ransom surrendered in a face-to-face encounter involving the use or threat of force or violence unless it is surrendered by a person who is in possession of the ransom at that time for the sole purpose of transporting it to pay a previously communicated ransom demand
- arising from the dishonest or criminal acts of **you** or **your family**
- arising from any attempt to defraud **us** by **you** or **your family** whether acting alone or in collusion with others
- of salary unless **you** or **your family** were in full-time salaried employment at the time of the loss
- caused by **you** committing suicide, deliberately injuring yourself or putting yourself in danger
- caused by any person acting on **your** behalf or any person who is known to **you** (or **your** chauffeur in respect of **road rage**)
- to cover expenses for substance abuse treatment unless the substance abuse was directly caused by the incident covered by this section.

In respect of **stalking** the following additional exclusions apply

a. 'Known' Stalking

A 'known' **stalking** or a series of 'known' **stalkings** which began before the period of insurance. A 'known' **stalking** is an event that has been formally reported to the appropriate law enforcement authorities where the **stalking** happened.

b. Social Networking/Social Media Stalking

Any activity conducted through a social networking or social media service or online community or network.

home cyber

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in this section in **bold** and **blue**, unless stated otherwise. Additional definitions can be found in the General **Policy** Definitions.

computer virus

Any malware, programme code or programming instruction designed to **damage home systems**.

cyber event

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

damage

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

damages

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

data

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

defence costs

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

denial of service attack

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

hacking

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

home systems

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

personal data

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

sum insured

£100,000 in total.

you/your

The person shown in the **policy schedule**, **your family** and any employees who live in the **home** whose duties are for domestic purposes relating to the **home** and its gardens. For Cyber Online Liability, **you** means the person shown in the **policy schedule** and **your family**.

home cyber

What is Covered

The following Home Cyber coverages will protect **you** in the event that **your** systems are attacked or **your** data is compromised:

Cyber Home Systems Damage

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

a. Home Systems Restoration

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

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

b. Computer Virus Removal

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

c. Professional Assistance

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

Cyber Crime

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

a. Fraud

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

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

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

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

b. Telephone Hacking

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

c. Cyber Ransom

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

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

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

d. Identity Theft Assistance

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

home cyber

Cyber Online Liability

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

a) Data Privacy

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

b) Computer Virus Transmission

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

c) Defamation and Disparagement

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

How Much Will We Pay

The most **we** will pay for all claims **we** accept under this **policy** in total for the **policy period** is the **sum insured**, regardless of the number of claims. The amount we pay is subject to an excess of £500 for each and every claim.

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

Defence Costs

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

Paying Out the Sum Insured

For any and all claims arising in the **policy period we** may pay the full **sum insured** that applies.

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

Home Cyber Conditions

The conditions below apply to the **Home Cyber** section in addition to General **Policy** Conditions on pages 15 to 16. If **you** do not keep to these conditions and this reduces **our** legal or financial rights under the **policy, we** may refuse to pay part or all of **your** claim.

Reporting a Claim

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

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

home cyber

Reporting a Claim (continued)

In addition **you** must also:

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

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

Protecting Data

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

Controlling Defence

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

Reasonable Care

You must:

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

Defence Software

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

Home Cyber Exclusions

The following exclusions below apply to the **Home Cyber** section only, in addition to General **Policy** Exclusions on pages 17 to 19 of **your policy**. **We** will not pay for any cost, **damages**, liability, loss or **defence costs** arising from the following:

Advance Fee Fraud

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

Business Activities

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

home cyber

Circumstances Before Your Policy Started

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

External Network Failure

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

Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

Malicious Defamation

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

Other Insured Parties

Any dispute or claim between **you**.

Patent

Infringement of any patent.

Terrorism

- biological or chemical contamination
- any failure in the supply of gas, electricity, water or phone service to **your home** which is caused by any act of **terrorism**.

Wear and Tear

Losses due to:

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

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

family legal expenses

This section

This cover under this section is provided by ARAG plc.

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

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in this section in **bold** and **blue**, unless stated otherwise. Additional definitions can be found in the General **Policy** Definitions.

appointed advisor

the

- solicitor, accountant, or other advisor (who is not a mediator) appointed by **us** to act on behalf of **you** or **your family**.
- mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**.

collective conditional fee agreement

a legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of either

- 100% 'no-win no-fee'
- where discounted, that a discounted fee is payable

conditional fee agreement

a legally enforceable agreement between **you** or **your family** and the **appointed advisor** for paying their professional fees on the basis of either

- 100% 'no-win no-fee'
- where discounted, that a discounted fee is payable

insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

legal costs and expenses

- reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term 'standard basis' can be found within the Courts' Civil Procedure Rules Part 44.
- in civil claims, other side's costs, fees and disbursements where **you** or **your family** has been ordered to pay them or pays them with **our** agreement.
- reasonable accountancy fees reasonably incurred under Insured Event - Tax by the **appointed advisor** and agreed by **us** in advance.
- **you** or **your family's** basic wages or salary under Insured Event - Loss of Earnings while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.

family legal expenses

reasonable prospects of success

- other than as set out below, a greater than 50% chance of **you** or **your family** successfully pursuing or defending the claim and, if **you** or **your family** are seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under Insured Event - Contract, there must be a greater than 50% chance of successfully defending the claim in its entirety.
- In criminal prosecution claims where **you** or **your family**
 - a. pleads guilty, a greater than 50% chance of reducing any sentence or fine or
 - b. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- In all claims involving an appeal, a greater than 50% chance of **you** or **your family** being successful.

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

territorial limits

- for Insured Event - Contract: the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland
- for Insured Event - Personal Injury: worldwide
- for all other Insured Events: the United Kingdom, Channel Islands and Isle of Man

we/us/our

ARAG plc which is authorised under a binding authority agreement on behalf of the **insurer**.

What is Covered

Following an Insured Event, the **insurer** will pay **legal costs and expenses** (including the cost of appeals), subject to all of the following requirements being met:

1. The Insured Event occurs within the **territorial limits**
2. The claim
 - a. always has **reasonable prospects of success**
 - b. is reported to **us**
 - during the **policy period**
 - as soon as **you** or **your family** first become aware of circumstances which could give rise to a claim.
3. Unless there is a conflict of interest, **you** or **your family** always agree to use the **appointed advisor** chosen by **us** in any claim before proceedings have been or need to be issued.
4. 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** within the **territorial limits**.

We consider that a claim has been reported to **us** when **we** have received **you** or **your family's** fully completed claim form.

Where **you** or **your family** are seeking financial remedy and the cost of pursuing the **insured's** claim is likely to be more than the any award of damages, the **insurer** will not pay more than the value of the likely award.

How Much Will We Pay

The most the **insurer** will pay for all for all claims related by time or originating cause (including the cost of appeals) shall be £100,000.

family legal expenses

What is Covered

This insurance covers **your legal costs and expenses** arising from the following Insured Events.

Employment Disputes

A dispute with **you** or **your family's** current, former or prospective employer relating to their contract of employment or related legal rights. **You** can claim as soon as internal procedures as set out in the:

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

have been or ought to have been concluded.

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

The **insurer** will not pay for any claim arising from or relating to:

- a dispute arising solely from personal injury
- defending **you** or **your family** other than defending an appeal
- costs **you** or **your family** incur to prepare for an internal disciplinary hearing, grievance or appeal
- **you** or **your family's** employer's or ex-employer's pension scheme
- a compromise or settlement agreement between **you** or **your family** and their employer unless such agreement arises from an ongoing claim under the **policy**

Contract

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

- buying or hiring consumer goods or services
- privately selling goods
- **your** main **home** or other residential property located within the territorial limits
- renting **your home** as a tenant
- the occupation of **your** main **home** under a lease

The **insurer** will not pay for any claim arising from or relating to:

- a dispute with a tenant or lease where **you** or **your family** is the landlord or lessor
- loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
- **you** or **your family's** business activities, trade, venture for gain, profession or employment
- a settlement due under an insurance **policy**
- construction work, or designing, converting or extending any building where the contract value exceeds £150,000 including VAT

Property

A dispute relating to visible property which **you** or **your family** own following:

- an event which causes physical damage to **your** visible property including **your home(s)** listed in **your policy schedule**
- a public or private nuisance or trespass provided that where any boundary is in dispute, **you** have proof of where the boundary lies.

family legal expenses

Property (continued)

The **insurer** will not pay for

- the first £250 of any claim relating to a public or private nuisance or trespass. This is payable by **you** or **your family** as soon as **we** accept the claim.
- any claim arising from or relating to:
 - a. a contract entered into by **you** or **your family**
 - b. any building or land other than **your home(s)** listed in **your policy schedule**
 - c. a motor vehicle
 - d. the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority
 - e. defending any dispute relating to physical damage to **your** physical property other than defending a counter claim or an appeal
- a dispute with any party other than the person(s) who caused the damage, nuisance or trespass

Personal Injury

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

The **insurer** will not pay for any claim arising from or relating to:

- a condition, illness or disease which develops gradually or over time
- mental injury, nervous shock, depression or psychological symptoms where **you** or **your family** has not sustained physical **bodily injury**
- defending any claim other than an appeal
- **legal costs and expenses** over £50,000 for any claim outside the United Kingdom, Channel Islands and Isle of Man
- contingency fees in USA or Canada

Clinical Negligence

A dispute arising from alleged clinical negligence or malpractice.

The **insurer** will not pay for

- any claim arising from or relating to a contract dispute
- defending any claim other than an appeal

Tax

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

The **insurer** will not pay for any claim arising from or relating to:

- tax returns where HMRC is imposing a penalty, or which contain careless and/or deliberate misstatements
- a business or venture for gain of **you** or **your family**
- circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **you** or **your family's** financial arrangements
- any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- an investigation by the Fraud Investigation Service of HMRC

family legal expenses

Legal Defence

- Work
An alleged act or omission of **you** or **your family** that arises from their work as an employee and results in:
 - a. **you** or **your family** being interviewed by the police or others with the power to prosecute
 - b. a prosecution being brought against **you** or **your family** in a court of criminal jurisdiction
 - c. civil proceedings being brought against **you** or **your family** under unfair discrimination laws
- Motor
A motoring prosecution brought against **you** or **your family**
- Regulatory investigations
A formal investigation or disciplinary hearing brought against **you** or **your family** by a professional or regulatory body

The **insurer** will not pay for any claim arising from or relating to:

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

Loss of Earnings

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

The **insurer** will not pay for:

- loss of earnings in **excess** of £10,000
- any sum which can be recovered from the court or tribunal

Crisis Communication

Following an event that causes **you** or **your family** significant adverse publicity likely to damage **you** or **your family's** personal or professional reputation, an **appointed advisor** will prepare communications on **you** or **your family's** behalf to limit **you** or **your family's** reputational damage.

This will include:

- preparing social media messaging, voice messaging or written statements
- receiving and responding to diverted communications by email or phone
- representing **you** or **your family** at a media event or preparing **you** or **your family** for media interviews
- managing interaction with media outlets or
- liaising with **you** or **your family's** solicitor to draft a media statement or press release. **You** or **your family's** solicitor can be either an **appointed advisor** under this section, or a solicitor acting on **you** or **your family's** behalf under another section of this or any other **policy**

We will do this provided that **you** or **your family** asks for and follows the advice from **our** Crisis Communication service.

family legal expenses

Crisis Communication (continued)

The **insurer** will not pay for

- any claim arising from or relating to something that has not actually resulted in adverse publicity appearing online, in print or broadcast
- any claims relating to costs in **excess** of £25,000

Disputes with Domestic Employees

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

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

The **insurer** will not pay for any claim arising from or relating to:

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

Planning Application Refusal Appeals

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

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

The **insurer** will not pay for

- any claims relating to **legal costs and expenses** in **excess** of £25,000
- any claim arising from or relating to an appeal against the refusal of planning permission to develop land or property for business or commercial purposes, other than for private residential letting

Family Legal Expenses Exclusions

The following exclusions below apply to this section only, in addition to General **Policy** Exclusions on pages 17 to 19 of **your policy**.

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

- **legal costs and expenses** incurred without **our** consent
- any actual or alleged act or omission or dispute happening before, or existing at the start of the **policy** and which **you** or **your family** believed or ought reasonably to have believed could have led to a claim under this section
- an amount below £100
- an allegation against **you** or **your family** involving:
 - a. assault, violence, or dishonesty, malicious falsehood or defamation
 - b. indecent or obscene materials
 - c. the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
 - d. illegal immigration

family legal expenses

Family Legal Expenses Exclusions (continued)

- e. money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities
- a dispute between **your family** members
- **you** or **your family's** deliberate or reckless act
- a judicial review
- a dispute arising from or relating to clinical negligence except as provided for an insured event under Clinical Negligence
- a dispute with **us** not dealt with under the Disputes Condition, or the **insurer** or the **company** that sold this **policy**
- a group litigation order
- the payment of fines, penalties or compensation awarded against **you** or **your family**

Family Legal Expenses Conditions

The conditions below apply to this section in addition to General **Policy** Conditions on pages 15 to 16.

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

Your Responsibilities

You or **your family** must

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

Freedom to Choose an Appointed Advisor

In certain circumstances as set out in a. and b. below **you** or **your family** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**

- **you** or **your family** may choose an **appointed advisor** if:
 - a. a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against **you** or **your family**, or
 - b. there is a conflict of interest

Where **you** or **your family** wishes to exercise the right to choose, **you** or **your family** must write to **ARAG** with their preferred representative's contact details and cost. Where the **insured** chooses to use their preferred representative, **you** or **your family** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms)

If **you** or **your family** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for, **you** or **your family**, liability in respect of that claim will end immediately.

family legal expenses

Freedom to Choose an Appointed Advisor (continued)

In respect of a claim under Insured Events Employment, Contract, Personal Injury or Clinical Negligence, **you** or **your family** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**), where legally permitted.

Consent

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

Settlement

- The **insurer** can settle the claim by paying the reasonable value of **you** or **your family's** claim.
- **You** or **your family** must not negotiate or settle the claim without **our** written agreement.
- If **you** or **your family** refuses to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further costs.

Barrister's Opinion

We may require **you** or **your family** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports **you** or **your family**, 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** or **your family** and **us**. This does not affect **you** or **your family's** right in the Disputes Condition below.

Disputes

If any dispute between **you** or **your family** and **us** arises from this section, **you** or **your family** can make a complaint to **us** as described on pages 6 to 7 of this **policy** and **we** will try to resolve the matter. If **we** are unable to satisfy **you** or **your family's** concerns **you** or **your family** can ask the Financial Ombudsman Service to arbitrate over the complaint.

Other Insurance

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

Fraudulent Claims and Claims Tainted by Dishonesty

- If **you** or **your family** make any claim which is fraudulent or false, this section of the **policy** shall become void and all benefit under it will be lost.
- **You** or **your family** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **you** or **your family** has breached this condition and that the breach has:
 - a. affected **our** assessment of **reasonable prospects of success**, and/or
 - b. prejudiced any part the outcome of **you** or **your family's** claimthe **insurer** shall have no liability for **legal costs and expenses** incurred from the date of **you** or **your family's** breach

Acts of Parliament

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

family legal expenses

How to Make a Claim

Telling Us About Your Claim

- If **you** or **your family** needs to make a claim, they must notify **us** as soon as possible
- If **you** or **your family** instructs their own solicitor or accountant without telling **us**, they will be liable for costs that are not covered by this **policy**
- A claim form can be downloaded at www.arag.co.uk/newclaims or requested by telephoning **us** on 0345 646 0601 from inside the UK or +44 (0) 203 657 0832 from outside the UK between 9am and 5pm weekdays (except bank holidays)
- The completed claim form and supporting documentation can be sent to us by email, post or fax. Further details are set out in the claim form itself

What Happens Next?

- **We** will send **you** or **your family** a written acknowledgment by the end of the next working day after receiving their claim form
- Within five working days of receiving all the information needed to assess the availability of cover
- under the **policy**, **we** will write to **you** or **your family** either:
 - a. confirming cover under the terms of this **policy** and advising **you** or **your family** of the next steps to progress their claim
 - b. if the claim is not covered, **we** will explain in full the reason why and advise whether **we** can assist in another way
- When a representative is appointed they will try to resolve **you** or **your family's** dispute without delay
- arranging mediation whenever appropriate
- **We** will check on the progress of **you** or **your family's** claim with the **appointed advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts

home emergency

This section

This Cover Under This Section is Provided by ARAG plc.

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

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in this section in **bold** and **blue**, unless stated otherwise. Additional definitions can be found in the General **Policy** Definitions.

central heating boiler

A boiler located in **your home** (or connecting garage).

contractor

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

emergency costs

Contractor's reasonable and properly charged labour costs, parts and materials where necessary, alternative accommodation costs incurred under Insured event Alternative Accommodation Costs.

home

Your principal private dwelling used for domestic purposes only, plus other residences owned and occupied by **you** from time to time

You are only covered for any claim relating to a property

- shown in **your policy schedule**
- situated within the United Kingdom, Channel Islands and the Isle of Man

home emergency

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

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

insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

vermin

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

we/us/our

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

you/your

The person to whom this **policy** has been issued and anyone living in the **home**.

home emergency

What is Covered and How Much Will We Pay

Following an Insured Event which results in a **home** emergency the **insurer** will pay **emergency costs** up to £1,500 for all claims related by time or original cause, provided that all of the following requirements are met:

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

Where **we** have accepted a claim under Insured Event Main Heating System and **your central heating boiler** is found to be **beyond economic repair**, the **insurer** will pay a contribution of £250 towards the cost of a replacement boiler. (This payment is in addition to **emergency costs** incurred).

Main Heating System

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

Plumbing and Drainage

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

Home Security

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

Toilet Unit

Breakage or mechanical failure of a toilet bowl in **your home** or cistern resulting in the loss of function.

Domestic Power Supply

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

Lost Keys

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

Vermin Infestation

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

Alternative Accommodation Costs

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

home emergency

Home Emergency Exclusions

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

- **emergency costs** which have been incurred before **we** accept a claim
- an Insured Event which happens within the first 48 hours of cover if **you** purchase this section at a different time from other sections of this **policy**
- **emergency costs** if there is no one at **home** when the **contractor** arrives
- any matter occurring prior to, or existing at the start of the **policy**, and which **you** believed or ought reasonably to have believed could give rise to a claim under this section
- 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
 - a. solar heating system, or
 - b. **boilers** with an output over 60Kw/hr
- the cost of making permanent repairs including any redecoration or making good the fabric of **your home**:
 - a. once the emergency situation has been resolved
 - b. arising from damage caused
 - i. in the course of the repair or
 - ii. in the course of investigation of the cause of the Insured Event or
 - iii. in gaining access to **your home**
- the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- the replacement of parts that suffer damage or the gradual process of wear and tear over time (for example dripping taps, washers or discs forming part of a tank pipe or tap)
- **your** garage (except a **central heating boiler** located in a connecting garage), outbuildings, boundary walls, hedges, cess pits, fuel tanks or septic tanks
- **your home** being left **unoccupied** for more than 60 days consecutively
- goods or materials covered by a manufacturer's, supplier's or installer's warranty
- the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
- a claim covered by another **policy**, or any claim that would have been covered by any other **policy** if this **policy** did not exist
- subsidence, landslip or heave
- blockage of supply or waste pipes to **your home** due to freezing weather conditions

Home Emergency Conditions

The conditions below apply to this section in addition to General **Policy** Conditions on pages 15 to 16.

Your Responsibilities

You must

- not do anything that hinders **us** or the **contractor**
- tell **us** immediately after first becoming aware of a **home emergency**
- tell **us** immediately of anything that might materially alter **our** assessment of the claim
- cooperate fully with the **contractor** and **us**

home emergency

Your Responsibilities (continued)

- take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
- minimise any **emergency costs** and try to prevent anything happening that may cause a claim
- allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation
- be able to prove that the **central heating boiler** has been serviced within 12 months prior to a **home emergency** claim

Our Consent

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

Settlement

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

Call-Out and Labour Costs

When settling **contractor's** call-out charge and labour costs, unless stated otherwise on the **contractor's** invoice **we** will determine that the call-out charge covers the cost of the **contractor** attending **your home** and disallows any time spent diagnosing the fault which has caused the Insured Event. Any inspection time that is required to trace, access or identify the cause of the Insured Event will be settled on the basis that the time is charged as labour costs.

Disputes

If any dispute between **you** and **us** arises from this section, **you** can make a complaint to **us** as described on pages 6 to 7 of this **policy** and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

Fraudulent Claims

If **you** make any claim under this section of this **policy** which is fraudulent or false, this section of the **policy** shall become void and all benefit under it will be lost.

How to Make a Claim

If **you** have a **home emergency**:

- Please telephone 0345 646 0601 from inside the UK or +44 (0) 203 657 0832 from outside the UK (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
- **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 instruct a member of **our** emergency contractor network. Poor weather conditions or remote locations may affect normal standards of service
- 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
- 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 and it could stop **your** claim being covered
- **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
- **Your** call may be recorded for training and security purposes and will be answered as soon as possible

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