

# PRIVATE CLIENTS

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## HOME INSURANCE POLICY

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# TELEPHONE NUMBERS YOU MAY NEED MOST

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## Telephone numbers you may need most

For all claims under this policy, you may call us on the UK telephone numbers outlined below, 24 hours a day, 7 days a week. There is a dedicated Concierge Service Desk for matters relating to Policy Sections 1 to 6, 8 and 9, and another dedicated call centre for matters relating to Legal Expenses.

Alternatively, please contact **your broker**.

### Policy Sections 1 – 6, 8 & 9:

Concierge Service Desk: (+44) 0207 661 1180

Concierge Email Address: [GJWPCConcierge@ie.sedgwick.com](mailto:GJWPCConcierge@ie.sedgwick.com)

Travel Assistance whilst abroad (if you have selected this cover): (+44) 0207 183 8910 (if calling from the UK, standard charges apply).

Travel Assistance whilst abroad email (if you have selected this cover):  
[ops@northcottglobalsolutions.com](mailto:ops@northcottglobalsolutions.com)

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

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

The service is available 24 hours every day of the year. When calling, please have the following information available and quote the reference 'GJW':

- **your** name and the **insured person's** name;
- the telephone or fax number or email address where **you** can be contacted;
- the nature of the medical emergency;
- **your** insurance policy number.

### Policy Section 7 – Legal Expenses:

For Legal Assistance or legal advice, please telephone **us** on (+44) 0117 927 1948 (if calling from the UK, standard charges apply) and quote the reference TS3/6956848. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

It may be that **your** issue needs to be dealt with as a potential claim under Section Seven – Legal Expenses. If this is the case **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether **you** are covered but will pass the information **you** have given to **our** claims-handling teams and explain what to do next.

Please let **us** know in advance if **you** would like to use **your** own lawyer, accountant or other professional. If **you** do not let **us** know, it may affect how **we** settle **your** claim.

# WELCOME

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Thank you for choosing GrovesJohnWestrup Private Clients for your personal insurance.

GrovesJohnWestrup Private Clients is committed to offering an comprehensive policy with an exceptional level of service, giving you and your family the peace of mind to enjoy your assets and possessions.

As we are part of the wider Munich Re group, we bring together the knowledge, expertise and skills from across the group to offer you a truly world class level of service.

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# IMPORTANT INFORMATION

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## About us

**GrovesJohnWestrup Private Clients** is a trading name of Munich Re Specialty Insurance (UK) Limited, registered in England: 01262636, Union, 2-10 Albert Square, Manchester, M2 6LW. Authorised and regulated by the Financial Conduct Authority (FRN 310539) and acting as a managing general agent on behalf of certain insurers.

This policy has different sections, with cover provided by different entities who are all part of the Munich Re Group:

**Munich Re Syndicate Limited** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204864. Munich Re Syndicate Limited is registered in England No. 01328742. Registered office: St Helen's, 1 Undershaft, London EC3A 8EE.

**DAS Legal Expenses Insurance Company Limited** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN 202106) and the Prudential Regulation Authority. DAS Legal Expenses Insurance Company Limited is a company registered in England and Wales (company number 00103274) with a registered office address at DAS Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW Website [www.das.co.uk](http://www.das.co.uk).

This information can be verified by visiting the Financial Conduct Authority's website at [www.fca.org.uk](http://www.fca.org.uk), or by calling the FCA on 0800 111 6768 (freephone) or 0300 500 8082 from the UK, or +44 207 066 1000 from abroad.

**DAS Law Limited** is authorised and regulated by the Solicitors Regulation Authority (registered number 423113). DAS Law Limited Head and Registered Office: DAS Law Limited, DAS Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW. Registered in England and Wales, Company Number 5417859. Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations under this contract of insurance. If **you** were entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) or on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

# IMPORTANT INFORMATION

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## Policy documents and contract of insurance

**Your home** insurance policy consists of several documents which form the contract of insurance between **you** and **us**. Specifically, these documents are:

- *this* policy wording,
- the **schedule**,
- the statement of fact, and
- any **endorsements**.

These policy documents collectively contain all terms and conditions of **your home** insurance. Please read them carefully and keep them in a safe place, as these serve as evidence of **your home** insurance.

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

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

**Your** insurance policy relates only to those sections which are shown in the **schedule** as being included and each **premises included** under **your** insurance policy is considered to be covered as if separately insured.

The parties agree that this policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales, except where specified.

The parties agree that the language of this policy and all communications relating to it will be in English.

All monetary amounts stated in this policy are expressed in Pounds Sterling (£).

## Helping you access your policy

**We** wish to ensure that **you** can access all **your** insurance policy documents in a manner which suits **your** individual circumstances. **We** can provide **your** documents in braille, as an audio file or in large print. Please contact **your broker** should **you** require any assistance.

# IMPORTANT INFORMATION

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## Your Obligations

Please consider the sections below carefully, as they outline **your** obligations and responsibilities in respect of **your** policy.

Please note that each Section which is applicable to **your** policy also contains specific obligations which **you** should review and ensure **you** comply with.

Obligations relating to notification of claims which **you** must comply with can be found on page 15.

## Amounts Insured

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

Full value should represent the following:

- for **buildings** – the full rebuilding cost if the **home** was destroyed beyond repair, including **additional rebuilding expenses**;
- for **contents** – the current cost as new; and
- for **valuables** and **antiques and works of art** – the current market value.

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

If **you** are in any doubt about how to calculate the full value of **your** property for the purposes of this policy, **we** recommend **you** consult with **your broker**.

For additional advice on how to calculate **your** rebuilding cost, **you** could use the Royal Institute of Chartered Surveyors (RICS), Building Cost Information Service (BCIS)

This should provide a rough estimate of the rebuild costs based on information **you** type into the BCIS calculator.

The calculator asks **you** for details about **your home** such as:

**Your** building type

The approximate age of **your home**

The number of rooms

The type of roof and walls

The external floor area (**you** can put this in as square feet or square metres)

If **your home** is listed, built with specialist materials and/or has higher than average fixtures and fittings it may be appropriate to seek advice from an independent surveyor who will be able to provide **you** with a more accurate figure.



# IMPORTANT INFORMATION

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If **you** are still unsure **you** should speak with **your broker**.

## When to notify your broker

**You** should notify **your broker**;

- as soon as possible if **you** become aware that information **you** have given **us** is inaccurate;
- within 14 days of **you** becoming aware of any changes in the information **you** have provided to **us** which happen before or during the **period of insurance**;
- at least 30 days before you start any work to extend, renovate, build or demolish any part of the **buildings**, or any work involving the use of heat, where the works contract value is more than £200,000 in total including VAT;
- if **you** make any changes that will downgrade the security or fire protections at **your home**;
- if **you** stop using **your main home** as **your permanent home**;
- if any of **your homes** become **unoccupied**. or
- if **you** stop using **your home** for **your own private and domestic use**.

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

## What you must do if your circumstances change

**You** must tell **your broker** as soon as possible of any change to **your** circumstances and/or the information **you** and/or **your broker** have previously provided to allow **us** to reassess **your** insurance risk.

Changes that should be notified include any changes to the information **you** have provided to **us** on **your** statement of fact document or **schedule**.

# IMPORTANT INFORMATION

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## How will these changes affect you

Following notification of any change to **your** circumstances and/or the information **you** and/or **your broker** have previously provided **we** will be happy to provide **you** with alternative terms for **your home** insurance.

Typically, this could mean that: -

- **we** amend the terms and conditions of this policy; and/or
- recalculate the insurance premium for the remainder of the **period of insurance**; and/or
- **we** may cancel **your** insurance policy.

### PLEASE NOTE:

If **you** don't inform **us** about material facts which change during the **period of insurance**, it may affect any claim **you** make or could even result in **your** insurance policy being voided.

If **you** are in doubt whether **you** need to tell **us** about a change **we** recommend that **you** speak to **your broker** who has arranged **your** policy for **you**.

## Misrepresentation

If **you** have given **us** incorrect information prior to **us** accepting **your home** insurance policy or at any time during the **period of insurance**, then **we** will, in accordance with the *Consumer Insurance (Disclosure and Representations) Act 2012*, consider two scenarios:

If **we** establish that **you**:

- knew that the information provided was untrue or misleading, or did not care whether or not it was untrue or misleading, and
- knew that the matter to which the misrepresentation related was relevant to **us**, or did not care whether or not it was relevant to **us**,

then **we** may: -

- cancel **your home** insurance policy and refuse all claims, and
- keep the premium paid.

If **you** haven't acted in a deliberate or reckless way then **we** would treat **your** misrepresentation as careless. In that case **we** have the following rights:

- If **we** would not have entered into the insurance contract on any terms, **we** may void **your** insurance policy and refuse all claims, but will return the premiums paid.
- If **we** would have entered into the insurance contract, but on different terms, **your** insurance policy is to be treated as if it had been entered into on those different terms including premium adjustments.
- In addition, if **we** would have entered into the insurance contract (whether the terms relating to matters other

# IMPORTANT INFORMATION

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than the premium would have been the same or different), but would have charged a higher premium, then **we** may reduce proportionately the amount to be paid on a claim.

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

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

However, there may be certain circumstances where **we** will avoid **your** insurance policy from the start date and treat the insurance as though it never existed. If **we** do avoid **your** insurance policy from the start date because of the above, all premiums paid may be returned with no claims paid.

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

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

## Information you have given us

**Our** acceptance of **your** insurance policy has relied on the information which **you** have provided to **us**. This allowed **us** to set the terms and conditions of **your** insurance policy as well as calculate the premium. It is essential that the information provided is accurate, complete and up to date and **you** take care not to misrepresent any information and to give **us** all the information **you** are asked for.

## Policy Renewals and Cancellations

### Policy renewals

When **your** insurance policy is due for renewal, **we** will contact **your broker** with **your** renewal terms. **Your** insurance policy will not renew automatically. This would mean **you** need to confirm **your** intention to renew before **your** insurance policy ends ensuring that your renewal includes any changes in circumstances or your demands and needs. **Your broker** will contact **you** at least 21 days before the **period of insurance** ends with full details of **your** next year's premium and policy terms and conditions. If **you**

# IMPORTANT INFORMATION

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**would like to** renew **your** insurance policy, please contact **your broker** before the renewal date. Occasionally, **we** may not be able to offer to renew **your** insurance policy. If this happens, **your broker** will contact **you** at least 21 days before the expiry of **your** insurance policy to allow enough time for **you** to make alternative insurance arrangements.

## Cooling-off period

**You** may cancel **your** insurance policy within 14 days:

- of buying or renewing insurance; or
- of the day on which **you** receive the insurance documents,

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

## If you cancel

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

## If we cancel

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

- non-payment of premium;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request;
- if **you** do not comply with **your** obligations on page 8;
- failure to inform **us** of changes to information provided by **you** on **your** proposal form and/or statement of fact; and  
failure to implement changes that have been requested by **us**;

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

# MAKING A CLAIM

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## Our commitment to you

**We** are committed to providing **you** with a first class claims service. **Our** dedicated Concierge Service will be able to respond to **your** needs 24 hours a day, 7 days a week. Together with **our** partner network of claims service providers, **we** will deal with **your** claim as swiftly as possible and get **you** and **your** family back on track in unsettling times. **We** will do **our** utmost to ensure that **you** get through the process as smoothly as possible, always considering **your** individual needs and circumstances.

Please refer to the claims conditions at the end of this section. **Our** commitments to **you** is subject to **you** fulfilling these claims conditions.

## Contacting us

### Policy Sections 1 – 6, 8 & 9:

Concierge Service Desk: (+44) 0207 661 1180

Concierge Email Address:  
[GJWPCConcierge@ie.sedgwick.com](mailto:GJWPCConcierge@ie.sedgwick.com)

Travel Assistance call centre whilst abroad (if **you** have selected this cover): (+44) 0207 183 8910 (if calling from the UK, standard charges apply).

Travel Assistance email whilst abroad (if **you** have selected this cover): [ops@northcottglobalsolutions.com](mailto:ops@northcottglobalsolutions.com)

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

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

The service is available 24 hours every day of the year. When calling, please have the following information available and quote the reference 'GJW':

- **your** name and the **insured person's** name;
- the telephone or fax number or email address where **you** can be contacted;
- the nature of the medical emergency;
- **your** insurance policy number.

### Policy Section 7 – Legal Expenses:

For Legal assistance or legal advice, please telephone **us** on (+44) 0117 927 1948 (if calling from the UK, standard charges apply) and quote the reference TS3/6956848.

# MAKING A CLAIM

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**We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

It may be that **your** issue needs to be dealt with as a potential claim under Section Seven – Legal Expenses. If this is the case **we** will give you a reference number. At this point **we** will not be able to tell **you** whether **you** are covered but will pass the information **you** have given to **our** claims-handling teams and explain what to do next.

Please let **us** know in advance if **you** would like to use **your** own lawyer, accountant or other professional. If **you** do not let **us** know, it may affect how **we** settle **your** claim.

## Section 7 – Legal Expenses - Helpline and Online Services

**You** can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please tell **us** **your** reference number TS3/6956848. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on **our** behalf.

**We** cannot accept responsibility if the helpline or online services are unavailable for reasons **we** cannot control.

## Legal advice service call 0117 927 1948

**We** provide confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

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

## Tax advice service call 0117 927 1948

**We** offer confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisers 9am-5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

## Health and medical information service call 0117 927 1948

**We** will give **you** information over the phone on general health issues and advice on a wide variety of medical matters. They can provide information on what health services are available in **your** area, including local NHS dentists.

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



# MAKING A CLAIM

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Identity theft service  
call 0344 848 7071

If **you** are a resident in the UK or the Channel Islands, **we** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of **identity theft**. This helpline is open 8am–8pm, seven days a week.

Counselling service  
call 0117 927 1948

**We** will provide **you** with a confidential counselling service over the phone if **you** are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which **you** are referred. This helpline is open 24 hours a day, seven days a week.

Online law guide and document  
drafting visit:  
[WWW.DASHOUSEHOLDLAW.CO.UK](http://WWW.DASHOUSEHOLDLAW.CO.UK)

**You** can find plenty of useful legal advice and guidance for dealing with legal issues on the following website: [www.dashouseholdlaw.co.uk](http://www.dashouseholdlaw.co.uk). **You** can also find template legal documents on the site, ranging from simple consumer complaint letters to wills.

Home Emergency Claims  
call 0207 661 1180

To claim for a **Home** Emergency, please read Section 8 - **Home** Emergency and check to see if **we** are able to assist then call **our** Concierge Desk on (+44) 0207 661 1180. **We** will ask **you** to confirm:

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

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

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

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

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

## Conditions Applying to Claims

The following claims conditions apply to every section of **your** insurance policy.

Please note that there are further terms and conditions which apply specifically to each section of cover.

**We** recommend that **you** read these claims conditions carefully alongside the General Conditions on pages 22 to 23. Should **you**

# MAKING A CLAIM

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have any questions, please contact **your broker** who has arranged **your** insurance policy for **you**.

**We** set out the conditions below:

- **you must** notify **us** as soon as reasonably possible of an incident or circumstance which may lead to a claim under this policy;
- **you** must supply any other information **we** may reasonably require, including proof of ownership and value, within 30 days;
- **you** must inform the police as soon as reasonably possible following malicious acts, violent disorder, riots, civil commotion, theft, attempted theft or loss of property and be prepared to provide **us** with a crime reference and/or a copy of the police report ;
- if a claim for liability is made against **you**, **you** must as soon as reasonably possible forward to **your broker** or the claims handler any letter, claim, writ, summons or other legal document **you** receive;
- **you** must not admit liability or offer or agree to settle any claim without **our** written permission; and  
if **you** fail to comply with any of the above duties, **we** may not pay **your** claim, or any payment may be reduced.

**We** may:

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

Please note there are also claims conditions, limitations and exclusions that apply to individual sections of **your** insurance policy.

# POLICY DEFINITIONS

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There are words which have a specific meaning within the context of this **home** insurance policy. These words are highlighted in **bold**. Words that use the masculine gender include the feminine gender and vice versa. Words using the singular include the plural, and vice versa, unless the specific definition demands one or the other.

In this policy, some sections have words with their own specific meanings and these will be listed in each of the sections as section-specific definitions. Please read each section carefully to see if the meanings differ from the definitions listed below.

## Additional rebuilding expenses

Architects', surveyors', consulting engineers', land agents' fees and legal fees, the cost of removing debris and making the **buildings** safe; and costs **you** are responsible for to meet any government or local authority requirements following damage to the **buildings** which is covered under Section One – **Buildings**.

## Antiques and works of art

### What is covered?

Individual items, collections and sets of items of particular value due to their age, style, artistic merit or collectability including:

- furniture
- paintings, drawings, prints, etchings, manuscripts, photographs
- china, glass, porcelain
- objects d'art
- books & manuscripts
- gold, silver and gold and silver-plated items
- sculptures inside and outside **your home**
- rugs & tapestries
- wine & spirits
- clocks & barometers
- all other collectable property
- guns
- furs

all of which are owned by **you** or for which **you** are legally responsible.

### What is not covered?

**We** do not cover **antiques and works of art** which are business property.

**We** do not cover **valuables** (as defined) within the **antiques and works of art** section.

If **you** are in doubt as to whether an item should be considered a **valuable** or an **antique and work of art** for the purposes of this policy, please consult with **your broker**.

## Bodily injury

Death, or any bodily or mental injury or disease of a person.

## Broker

The person, people or company who arranged this insurance for **you**.

# GENERAL DEFINITIONS

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## Buildings

### What is covered?

The **home**, its' decorations and **tenant's improvements** including:

- fixtures and fittings attached to **your home** (including radio and television aerials, satellite dishes, electric car charging points, their fittings and masts and solar panels attached to the building);
- fixed water tanks, apparatus and pipes;
- underground service pipes and cables, sewers, drains and septic tanks; and
- permanently installed lighting, swimming pools, tennis courts, driveways, footpaths, patios and terraces, walls, gates, fences, hedges, plants, trees, fixed fuel tanks, professionally and permanently installed hot tubs, solar panels attached to **your home** and wind turbines used for domestic purposes only owned by **you** or for which **you** are legally responsible within the **premises**.

## Communicable disease

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

## Computer virus

Any malicious instruction, software or code from an unauthorised source that spreads itself over a computer system or network and corrupts or harms information. This includes, but is not limited to, trojan horses', worms and time or logic bombs.

## Contents

### What is covered?

Household goods, clothing and personal possessions, which belong to **you** or for which **you** are legally responsible, including radio and television aerials, satellite dishes, their fittings and masts and CCTV equipment which are not attached to the **buildings**. Other limits are shown within Section Two - **Contents**.

### What is not covered?

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

# GENERAL DEFINITIONS

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<b>Credit cards</b>	<p>Credit, charge, debit, bank, prepaid and cash dispenser cards.</p> <p><b>Credit cards</b> does not include:</p> <ul style="list-style-type: none"><li>• store cards and loyalty cards which cannot be used as a means to purchase goods and services;</li><li>• <b>credit cards</b> used for or held for any trade, business or professional purposes.</li></ul>
<b>Data</b>	<p>Information used, accessed, processed, transmitted or stored by a computer system.</p>
<b>Domestic employees</b>	<p>Any person working for <b>you</b> in connection with domestic duties who is:</p> <ul style="list-style-type: none"><li>• employed by <b>you</b> under a contract of service; or</li><li>• self-employed and working on a labour-only basis under <b>your</b> control and/or supervision.</li></ul>
<b>Endorsement</b>	<p>A change in the terms and conditions of this insurance, which is shown in writing alongside <b>your schedule</b>.</p>
<b>Excess</b>	<p>The first part of any claim which <b>you</b> must pay, which is shown in <b>your schedule</b>.</p>
<b>Flood</b>	<ul style="list-style-type: none"><li>• inundation from tidal water;</li><li>• an overflow from any watercourse or body of water including rivers, streams, lakes, reservoirs, or ponds;</li><li>• rainwater run-off from land inside or outside the <b>premises</b>;</li><li>• a rise in the water table;</li><li>• an escape or accumulation of water from drains or sewers.</li></ul>
<b>Home</b>	<p>The private dwelling, the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in <b>your schedule</b>.</p>
<b>Home office business</b>	<p>Office work carried out in <b>your home</b> with <b>home office equipment</b>.</p>
<b>Home office equipment</b>	<p>Computer equipment, printers, office furniture, supplies, telecommunication equipment, stationery, books, records and documents used to conduct business from <b>your home</b>, owned by a business which <b>you</b> own or for which a business <b>you</b> own is legally responsible.</p>
<b>Money</b>	<p>All of the following held or used for private domestic purposes:</p> <ul style="list-style-type: none"><li>• current legal tender, cheques, postal and money orders;</li><li>• postage stamps not forming part of a stamp collection;</li><li>• savings stamps and savings certificates, travellers' cheques;</li><li>• premium bonds and gift tokens;</li><li>• travel tickets.</li></ul>
<b>Period of insurance</b>	<p>The length of time for which this insurance is in force, as shown in <b>your schedule</b>.</p>
<b>Permanent physical injury</b>	<ol style="list-style-type: none"><li>1. total and irrecoverable loss of sight rendering <b>you</b> legally blind in one or both eyes and which is beyond remedy by surgical or other treatment;</li></ol>

# GENERAL DEFINITIONS

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2. loss by physical severance of hand or foot at or above the wrist or ankle or permanent loss of use of an entire arm, hand, leg or foot; or
3. permanent disablement which entirely prevents **you** from attending any occupation to which **you** are suited by experience, education or training without prospect of improvement after 12 months of the accident occurring during the **period of insurance**.

## Premises

The address which is named in the **schedule** which is made up of **your home**.

## Ransom

Cash or marketable goods or services surrendered by **you** or on **your** behalf to meet a kidnap demand.

## Schedule

The **schedule** is part of **your** insurance policy and contains details of **you**, details of the **premises**, the **sum insured**, the **period of insurance** and the sections of this insurance and should be read with any **endorsements** which apply.

## Subsidence, heave and landslip

Any downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves. Any upward and/or lateral movement of the site on which **your buildings** stand caused by the swelling of the ground. Any downward movement of sloping ground.

## Sum insured

The amount shown on the **schedule** as the most **we** will pay for claims resulting from any insured loss unless otherwise stated in **your** insurance policy wording or on the **schedule**.

## Tenant's improvements

Alterations and decorations, which have been made by **you** or a previous occupier which are not insured under any other insurance.

## Terrorism

Any act(s) including but not limited to:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means; and
- putting the public or any section of the public in fear

in circumstances in which it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological or similar nature.

## United Kingdom

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

## Unoccupied

**Your home** if it has not been lived in for 60 consecutive days or is not sufficiently furnished for normal living purposes.



# GENERAL DEFINITIONS

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<b>Valuables</b>	Jewellery, including but not limited to, silver, gold, platinum or other precious metals with precious or semi-precious stones, whether set or unset, watches and gemstones which belong to <b>you</b> or <b>you</b> are responsible for.
<b>Vermin</b>	Insects, rats, mice, grey squirrels and wasps' or hornets' nests.
<b>We, us or our</b>	The insurer which is named in the section of this policy wording and in <b>your schedule</b> .
<b>You/your</b>	The person or people named in <b>your schedule</b> as the insured parties and all permanent residents of <b>your home</b> . This includes resident <b>domestic employees</b> and those in full time education, including those who are in other accommodation during term-time. It does not include any lodgers or tenants.

# GENERAL CONDITIONS

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The following conditions apply to every section of **your** insurance policy. Please note that there are further terms and conditions which apply specifically to each section of cover. **We** recommend that **you** read these conditions carefully and should **you** have any questions, please contact **your broker** who has arranged **your** insurance policy for **you**.

## Amount insured

**We** will not pay more than the **sum insured** or limit of indemnity stated in the policy wording, or the **schedule** or its relevant **endorsements**.

## Your bankruptcy

**Your** bankruptcy or insolvency does not relieve **us** of any of **our** obligations under **your** insurance policy.

## Building works

**You** must tell **your broker** at least 30 days before **you** start any building works with a total contract value of over £200,000 including VAT. When **we** receive this notice **we** have the option to change the conditions of **your** insurance policy.

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

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

## Currency

Any amount of money referred to in **your** insurance policy will be converted to the currency shown in the **schedule** at the daily spot exchange rate which applies at the date of the transaction (e.g. premium payment, claims payment, refunds, etc.) as published by the Bank of England.

## Duplicate cover within this policy

If **you** are covered under one section of this policy for **your** loss, **we** will not pay for that loss under a different section.

## Index-linking

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

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

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

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

## Excess

**We** will not pay the amount of the **excess** as detailed in the policy wording, or the **schedule** or its relevant **endorsements**.

## Excess waiver

If a claim is more than £15,000, **we** will not take off any **excess** unless **you** have chosen a voluntary **excess** or **we** have applied a compulsory **excess** as

# GENERAL CONDITIONS

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shown in **your schedule**, or **you** are claiming as a result of **subsidence, heave or landslip**. If **you** claim for the same event under more than one section, except under Section Nine - Cyber, **we** will only deduct one **excess** and this will be the highest applicable **excess**.

## Claims fraud

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

- **we** will not be liable to pay the claim, and
- **we** may recover from **you** any sums paid by **us** to **you** in respect of the claim, and
- **we** may by notice to **you** treat **your** insurance policy as having been terminated with effect from the time of the fraudulent act, and
- **we** may take legal action against **you**.

If **we** terminate **your** insurance policy with effect from the time of the fraudulent act, then:

- **we** shall not be liable to **you** in respect of losses occurring after the time of the termination, and
- **we** do not need to return any of the premium paid to **you**.

## Policy coverage

**We** will treat each **home** included under **your** insurance policy as if separately insured and with its own individual limits as determined by **you** and displayed on **your** policy **schedule**

## Policyholder's death

If **you** as the main or joint policyholder die during the **period of insurance** then **we** will cover **your** executors or appointed representatives for the remainder of the **period of insurance**.

## Property maintenance

**You** must take all reasonable steps to prevent loss or damage and keep the **buildings** in a good state of repair.

## Third party rights

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

## Other insurance

If any loss, damage, injury, liability, legal claim, costs or expenses are covered by **your** insurance policy and by any other insurance policy under which **you** are insured at the time of the loss occurrence, **we** will only pay an amount in **excess** of the amount which would be covered under the other insurance, irrespective of whether the other insurance has made a payment to **you** or not.

## Transferring the policy

**You** cannot transfer or change the interest in this policy or the interest in any amount payable under it unless **we** have given **our** written permission.

# GENERAL EXCLUSIONS

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The following exclusions apply to every section of **your** insurance policy. Please note that there are further exclusions which apply specifically to each section of cover. **We** recommend that **you** read these exclusions carefully and should **you** have any questions, please contact **your broker** who has arranged **your** insurance policy for **you**.

## Deliberate acts

**We** will not pay for a deliberate act by **you** or an insured person or by anyone acting on **your** behalf.

## Biological, chemical, radioactive or nuclear contamination

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

- ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component;
- biological or chemical contamination of any kind; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived biological or chemical **terrorism**.

## Building works

**We** will not pay for loss, damage or liability, cost or expense caused by building works where the total contract value of the building works at **your home** is over £200,000 including VAT, unless **you** notify **us** at least 30 days before the building works begin.

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

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

## Communicable disease

**We** will not pay for loss, damage, liability, cost or expense, in any way caused by or resulting from:

- **communicable disease**;
- any fear or threat of **communicable disease**; or
- any action taken to minimise or prevent the impact of **communicable disease**.

## Confiscation

**We** will not pay any costs incurred for confiscation, damage, destruction or seizure of **your** property by any military, government, public authority or police authority.

## Cyber acts and electronic data

Except where covered under Section Nine – **Home** Cyber, **we** will not pay for loss, damage, liability cost or expense caused deliberately or accidentally by cyber acts:

- any **computer virus**;
- the entry of unauthorised computer code into any computer, application, software, or programme;
- any computer related hoax relating to the two points above.

# GENERAL EXCLUSIONS

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## Electronic data

The above parts of this exclusion do not apply where loss or damage covered by this insurance occurs as a result of above.

- **We** will not pay for the loss of use, loss of functionality or inability to use any application, software, computer programme or electronic **data** (such as files, images and digital monies); or
- **We** will not pay for the value or cost of restoration or replacement of any application, software, computer programme or electronic **data** (such as files, images and digital monies) wherever it is stored.

For the purposes of this exclusion, any application, software, computer programme or electronic **data** is not deemed property.

## Existing, deliberate and indirect damage

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

- occurring before or arising from an incident before the beginning of the **period of insurance**
- caused deliberately by **you** or any person acting on **your** behalf, unless the loss or damage was caused by a **domestic employee**.

## Sanctions

**We** will not provide any benefit under **your** insurance policy if doing so would expose **us** to any sanction, prohibition or restriction under any United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any other jurisdiction whose laws **we** are legally obligated to comply with.

## Pollution

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

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

## Tax

**We** will not pay for any taxes that are **your** responsibility apart from those related to this insurance.

## War

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

# SECTION ONE BUILDINGS

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## Section One – Buildings Cover

Section One - **Buildings** sets out what **we** cover for **your home** and **tenant's improvements** as defined in **your** insurance policy. This cover is optional. Please read **your schedule** to see if **you** have insurance cover under Section One - **Buildings**.

This cover is provided by Munich Re Syndicate Ltd and is subject to the terms, conditions, limits and exclusions in this policy.

## What is covered

**We** will cover the **buildings** up to the **sum insured** for physical loss or physical damage which happens during the **period of insurance**.

## How much we will pay

**We** will pay up to the **sum insured** on **your schedule** to reinstate **your buildings** following a covered loss under Section One - **Buildings**. The **sum 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.

## Your obligations in this Section

Please note that in addition to **your** obligations set out on page 8, this Section One – **Buildings** contains obligations **you** should comply with which are specific to this Section. **We** specifically refer **you** to:

- Extended Replacement;
- Building Works;
- Security Upgrade;
- Counselling Fees;
- Essential Alterations;
- Temporary Removal of Permanent Fixtures; and
- Similar Property Purchase.

## Additional expenses

**We** will also pay the reasonable and necessary costs as part of the covered loss for **additional rebuilding expenses** subject to **our** written permission other than when loss or damage occurs after a notice to comply has been served on **you**.

**We** will not pay:

- the cost of preparing the claim or an estimate of loss or damage; or
- for any costs if government or local authority requirements had been served on **you** before the loss or damage occurred.

## Extended replacement

**We** will pay the full cost of rebuilding or repairing damage that is covered under **your** policy where **you** have had a professional valuation for **your home** completed within the last 3 years, that **we** have seen and approved and the **sum insured** reflects this, taking into consideration an amount for index-linking.



# SECTION ONE BUILDINGS

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## We will not pay:

- the full cost of reinstatement unless **you** tell **us** about any additions, alterations or improvements **you** have made since the valuation was carried out and **you** have amended the **sums insured** to take into account any additions, alterations or improvements.
- More than 125% of the **buildings sum insured** if **your home** is Grade I or Grade A listed.

## Section One - Buildings – Additional covers:

The following covers apply automatically when **your buildings** are included on **your schedule** and are in addition to the **sum insured** for **buildings**. The grey boxes highlight the limitations and exclusions applicable to each cover.

### We will cover:

#### Alternative accommodation and loss of rent

Loss of rent due to **you** and ground rent payable to **you** which **you** cannot recover;

and

The extra costs of using other accommodation, for **you** and **your** domestic pets, as similar to **your** existing accommodation as possible which **you** have to pay while the **buildings** cannot be lived in following loss or damage that is covered under Section One - **Buildings**.

#### Building works

Loss or damage to the building works, materials and supplies for use on any work to extend, renovate or build **your home** which happens during the **period of insurance**. **We** will only insure such building works, materials and supplies which belong to **you** or for which **you** are legally responsible and which are located at the **premises**.

## We will not pay:

- more than £200,000 in total including VAT for any building works, materials or supplies;
- for loss or damage covered under any other insurance;
- for any loss or damage if the contract for the building works does not allow **us** to issue proceedings under **your** name to recover for **ourselves** the amount of any payment **we** have made, or may be due, under this insurance.

#### Compulsory evacuation

The extra costs of other accommodation for **you** and **your** domestic pets, as similar to **your** existing accommodation as possible, due to a local or police authority preventing **you** from living in **your home** because of loss or damage to a neighbouring property

#### Trace and access

The cost of finding the source of any water, oil, gas and liquified petroleum gas which has escaped from any fixed tanks, apparatus, pipes or any fixed

# SECTION ONE BUILDINGS

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domestic heating installation within the boundary of **your home** for which **you** are legally responsible.

## Increased metered water charges

During the **period of insurance**, **we** will pay for the increased metered water charges **you** have to pay after water escapes which gives rise to a claim **we** accept under Section One - **Buildings**.

## Garden cover

Costs **you** have to pay to restore **your** garden following loss or damage by fire, lightning, explosion, earthquake, aircraft and other flying devices, storm, theft or attempted theft, or damage caused by people acting maliciously or caused by the emergency services. **We** will also pay for their removal if necessary.

**We** will not pay:

- more than £5,000 for any one plant, tree or shrub;
- more than 10% of the **buildings sum insured** during the **period of insurance**.

## Selling your home

Anyone buying **your home** will have the benefit of the protection provided under Section One - **Buildings** between exchange of contracts and when the sale is completed.

**We** will not pay:

- if the **buildings** are insured under any other insurance.

## New fixtures and fittings

Up to 25% of the **buildings sum insured** in any one **period of insurance** for loss or damage to new fixtures and fittings, fitted furniture and fitted appliances within the **home** which are waiting to be installed.

**We** will not pay:

- for any loss or damage caused while installing the fixtures and fittings; or
- for items left in the open.

## Replacement locks

Costs **you** have to pay for replacing locks to safes, alarms and outside doors and windows in the **home** following theft, attempted theft or loss of keys. This cover is not subject to an **excess**.

## Security upgrade

Up to £25,000 in any one **period of insurance** towards the cost of upgrading **your** alarm and security systems following a physical criminal assault on **you** or aggravated burglary at the **home**.

**We** will not pay:

- for any cost unless **you** obtain **our** written permission first;
- following any domestic dispute;
- more than £25,000 in total if **you** claim under Section One - **Buildings** and Section Two - **Contents**.

# SECTION ONE BUILDINGS

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## Counselling fees

Up to £50,000 during the **period of insurance** for professional counselling fees **following you being subject to a physical assault at your home.**

We will not pay:

- for any cost unless **you** obtain **our** written permission first;
- following any domestic dispute;
- more than £50,000 in total if **you** claim under Section One - **Buildings** and Section Two - **Contents**.

## Essential alterations

Up to £150,000 during the **period of insurance** towards essential alterations to the **home** if **you** sustain a **permanent physical injury** as a direct result of a sudden, identified, unexpected and unforeseen accident.

We will not pay:

- for any cost unless **you** obtain **our** written permission first;
- for **your domestic employees**;
- if the **permanent physical injury** has been self-inflicted;
- more than £150,000 in total if **you** claim under Section One - **Buildings** and Section Two - **Contents**.

## Temporary removal of permanent fixtures

Up to 10% of the **buildings sum insured** following loss or damage that is covered under Section One - **Buildings** in any one **period of insurance** to permanent fixtures removed from the **buildings** for up to 60 days for repair, restoration or safekeeping.

We will not pay:

- for loss or damage of any item of fixtures being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.

## Similar property purchase

In the event the **buildings** of **your home** are damaged beyond economical repair, and/or permission to rebuild is refused by **your** local authority, **we** agree to pay up to 125% of the rebuilding cost of **your home** to help **you** purchase a similar property in the same area.

We will not pay:

- unless the **sum insured** corresponds with a professional valuation, completed within the last 3 years that **we** have seen and approved;
- unless the similar property is located within the same area as **your home**.

## Domestic utility expenses

Following loss or damage to the solar panels attached to **your home** or wind turbines at **your premises**, **we** will pay **you** for the loss of income which would have been payable to **you** from **your** energy supplier had the loss or damage not occurred.

# SECTION ONE BUILDINGS

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We will not pay:

- for loss of income for more than 60 days.

## Environmental upgrades

If, following a claim, **you** decide to install a solar, wind or geothermal power generating system to **your home**, **we** will pay towards the cost of installing this system.

The most **we** will pay during the **period of insurance** is £25,000 or 10% of the insured cost of repairs to the damaged property, whichever is the lesser.

We will not pay:

- unless the heating system at the **home** is damaged and the damage is part of the loss or damage **we** have agreed to pay under Section One - **Buildings**;
- unless the covered loss **we** have agreed to pay is more than £15,000;
- if, at the time of the loss or damage, there is already a solar, wind or geothermal power generating system in operation at **your home**.

## Fly tipping

Up to £50,000 during the **period of insurance** to cover the reasonable and necessary costs incurred by **you** in removing rubbish and waste material which has been deposited on land at **your premises** without **your** permission.

## Home upgrades

If **we** have agreed **your** claim for loss or damage caused by escape of water or **flood**, **we** will contribute towards the cost of improvements intended to lessen or prevent a future occurrence of the same type.

The most **we** will pay during the **period of insurance** is £25,000 or 10% of the insured cost of repairs to the damaged property, whichever is the lesser.

We will not pay:

- unless the covered loss **we** have agreed to pay is more than £15,000.

## What is not covered

The following exclusions apply to Section One - **Buildings** only, in addition to the General Exclusions on pages 24 and 25 of **your** policy.

We do not cover:

1. loss or damage directly or indirectly caused by or arising from:
  - warping, shrinking or normal settlement or collapse;
  - wear and tear, corrosion, damp, wet or dry rot, mould, infestation, moth, **vermin**, or anything which happens gradually;
  - misuse, latent defect, faulty design, faulty workmanship or faulty materials;
  - dryness, dampness, extremes of temperature or exposure to light;

# SECTION ONE BUILDINGS

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- chewing, scratching, tearing or fouling by **your** domestic pets. If the total claim(s) during the period of insurance exceed £10,000..
  - pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the **premises** or neighbouring property.
2. loss or damage to gates, fences and hedges caused by storm, **flood** or weight of snow.
  3. the cost of general maintenance, electrical or mechanical faults or breakdown.
  4. loss or damage caused by frost other than to fixed water tanks, apparatus or pipes.
  5. loss or damage while the **buildings** are **unoccupied** unless the loss or damage is caused by:
    - fire, lightning, explosion or earthquake;
    - aircraft and other flying devices or items dropped from them;
    - storm, **flood** or weight of snow;
    - collision by any vehicle or animal;
    - subsidence, heave or landslip.
  6. loss or damage caused by **subsidence, heave or landslip**:
    - to domestic fixed fuel tanks, swimming pools, tennis courts, driveways, patios, terraces, walls, gates, fences, hedges, footpaths, bridges, culverts, permanently installed hot tubs and wind turbines unless the **home** is also affected at the same time by the same event;
    - to solid floors, unless the walls of the **home** are damaged at the same time by the same event;
    - if compensation has been provided (or would have been if it wasn't for this insurance) under any contract or guarantee or by law;
    - due to faulty design, faulty workmanship or faulty materials; or
    - as a result of the coast or riverbank wearing away.
  7. loss or damage caused by frost to permanently installed hot tubs.
  8. loss or damage where **you** sign an agreement with a contractor which needs specific or joint insurance for total contract works over £200,000 including VAT without getting **our** written permission.

# SECTION TWO CONTENTS

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## Section Two - Contents

Section Two - **Contents** sets out what **we** cover for the **contents** of **your home** as defined in **your** insurance policy. This cover is optional. Please read **your schedule** to see if **you** have insurance cover under Section Two - **Contents**. This cover is provided by Munich Re Syndicate Ltd and is subject to the terms, conditions, limits and exclusions in this policy. The grey boxes highlight the limitations and exclusions applicable to each cover.

## What is covered

**We** will insure **contents** up to the **sum insured** for physical loss or physical damage while at **your home** and while they are temporarily removed from **your home** anywhere in the world, during the **period of insurance**.

## How much we will pay

**We** will pay the cost to repair or replace **your contents** following physical loss or physical damage which happens anywhere in the world during the **period of insurance**. **We** will not make a deduction for wear and tear.

## Your obligations in this Section

Please note that in addition to **your** obligations set out on page 8 of **your** policy, this Section Two – **Contents** contains obligations **you** should comply with which are specific to this Section. **We** specifically refer **you** to:

- Extended replacement;
- Gifts;
- New acquisitions;
- Marquees;
- Security Upgrade;
- Counselling Fees;
- Essential Alterations;
- **Home Upgrades**; and
- **Credit Cards**.

## Specific limits

For a covered loss to the following types of **contents**, **we** will not pay more than the amounts shown, unless a higher amount is shown in **your schedule**. These special limits do not increase the **contents sum insured** on **your schedule**:

- **valuables**: £10,000
- **antiques and works of art**: up to the **contents sum insured**
- outdoor items and pedal cycles: up to the **contents sum insured**
- rowing boats, dinghies and sailboards: £12,500
- e-bikes and e-scooters: £10,000
- trailers and non-motorised horseboxes: £12,500
- quad bikes, motorbikes and golf buggies: £12,500
- personal **money**: £50,000
- **credit cards**: £50,000
- digital media: £25,000
- domestic garden machinery: £25,000

**Antiques and works of art** with a value of £100,000 or more must be insured under Section Three - **Valuables, Antiques and Works of Art**

# SECTION TWO CONTENTS

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## Extended replacement

We will pay the cost of replacement or repair for damage up to 150% of the **contents sum insured** mentioned in a professional valuation **you** have had carried out within the last 3 years, which has been approved by **us** and the **sum insured** reflects this, taking into consideration an amount for index linking.

We will not reduce the **sum insured** under Section Two - **Contents** after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

## Section Two - Contents Additional covers

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

We will cover:

## Fixtures and fittings

Accidental breakage of fixtures and fittings forming part of the **buildings** which **you** are legally responsible for as a tenant and do not have other insurance for.

## Alternative accommodation

Rent **you** have to pay as occupier if the **buildings** cannot be lived in following loss or damage that is covered under Section Two – **Contents**.

The extra costs of using other accommodation, for **you** and **your** domestic pets, as similar to **your** existing accommodation as possible which **you** have to pay if the **buildings** cannot be lived in following loss or damage that is covered under Section Two - **Contents**.

## 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.

## Home office business

**Your** increased cost of carrying on **your home office business** directly and solely caused by the following:

Loss or damage to **your buildings** or **home office equipment** which is covered under this insurance; or accidental failure in the supply of gas, water, electricity or telephone service to **your home** for more than 72 consecutive hours during the **period of insurance**.

Cover will start from the date on which the loss or damage happens or the service interruption starts. It will continue until **you** are able to start work at **your home** again but for no longer than 12 months.

The amount **we** pay will be the extra necessary and reasonable costs **you** have to pay to continue **your home office business**, less any savings which

## SECTION TWO CONTENTS

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result from the reduced **costs and expenses** during the time **you** work is interrupted.

**We will not pay:**

- for any amount over £50,000; or
- for any increased cost of carrying on **your home office business** directly or indirectly caused by or resulting from **terrorism**.
- for any increased cost of carrying on **your home office business** due to **your** actions.

### Tenants liability

**Your** legal responsibility as a tenant for loss or damage to the **buildings** caused by loss or damage that is covered under Section Two - **Contents**.

**We will not pay:**

- for any amount over £1,000,000;
- for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlords fixtures and fittings;
- for loss or damage arising from **subsidence, heave** or **landslip**.

### Gifts

Up to £150,000 during the **period of insurance** for wedding, anniversary, birthday, religious or other celebration gifts bought by **you** but not yet given (or which have been bought for **you**).

**We will not pay:**

- for loss or damage which **we** specifically exclude elsewhere under Section Two - **Contents**;
- if **you** have not told **us** within 90 days of buying or having been given the item.

### New acquisitions

Up to 25% of the **contents sum insured** for new items **you** have bought or been given but which **you** have not told **us** about yet.

**We will not pay:**

- for loss or damage which **we** specifically exclude elsewhere under Section Two - **Contents**;
- if **you** have not told **us** within 90 days of buying or having been given the item.



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### Replacement locks

Costs **you** have to pay for replacing locks to safes, alarms and outside doors and windows in the **home** following theft, attempted theft or loss of keys, without **you** paying **your excess**.

### Increased metered water charges

Increased metered water charges **you** have to pay after water escapes which gives rise to a claim **we** accept under Section Two - **Contents**.

**We will not pay:**

- more than the **sum insured** during the **period of insurance**.

### Loss of domestic oil, gas or liquified petroleum gas

Accidental loss of domestic heating oil, gas or liquified petroleum gas.

**We will not pay:**

- more than the **sum insured** during the **period of insurance**.

### Contents of guests and domestic employees

Up to the **contents sum insured** for personal property of guests and **domestic employees** whilst it is on the **premises** of any property listed on **your schedule**.

**We will not pay:**

- for loss or damage which **we** specifically exclude elsewhere in **your** insurance policy;
- for loss or damage to their **money, valuables** or **credit cards**;
- if there is any other insurance in place;
- for loss or damage which occurs away from the **premises**.

### Marquees

Up to £50,000 for loss or damage to marquees and associated equipment, which are being temporarily loaned or hired by **you** and for which **you** are responsible, while at the **premises**.

**We will not pay:**

- if **you** fail to keep to manufacturers or owners written instructions;
- for loss or damage during erection or dismantling;
- if cover is provided under any other insurance.
- loss or damage caused by storm, **flood** or weight of snow.

# SECTION TWO

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### Family in residential care

Up to the **contents sum insured** for loss or damage to household goods, clothing and personal property belonging to **your** parents or grandparents occurring in the nursing or care home where they reside.

**We will not pay:**

- more than £10,000 for any one event of loss;
- damage to **valuables**;
- for **money** and **credit cards**;
- for loss or damage which **we** specifically exclude elsewhere in **your** insurance policy.

### Hole in one

Up to £1,000 towards expenses **you** incur, or to a charity of **your** choice, in the event of a hole in one being achieved by **you** during an official golf competition provided that the certified scorecard and certificate are submitted to **us** at the time of making a claim.

**We will not pay:**

- more than £5,000 during the **period of insurance**.

### Security upgrade

Up to £25,000 in any one **period of insurance** towards the cost to improve **your home** security systems following a physical assault or aggravated burglary suffered by **you** at **your home**

**We will not pay:**

- for any cost unless **you** obtain **our** written permission first;
- following any domestic dispute;
- more than £25,000 in total if **you** claim under Section One - **Buildings** and Section Two - **Contents**;
- any loss caused by **you**, **your** relatives, former relatives, partners or any person acting on **your** behalf.

### Fatal injury

Fatal injury to **you** caused by fire at the **premises** or following a physical assault or aggravated burglary suffered by **you** at **your home** or elsewhere within the **United Kingdom** provided that death ensues within 12 months of injury.

**We will not pay:**

- more than £125,000 for each person permanently living at the **home**.

### Counselling fees

Up to £50,000 during the **period of insurance** for psychiatric services which are prescribed by a qualified medical practitioner. **We** will only cover such

## SECTION TWO CONTENTS

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costs if they are incurred within 12 months of the date of injury following a physical assault or aggravated burglary suffered by **you** at **your home**.

**We will not pay:**

- for any cost unless **you** obtain **our** written permission first;
- following any domestic dispute;
- more than £50,000 in total if **you** claim under Section One - **Buildings** and Section Two - **Contents**;
- any loss caused by **you**, **your** relatives, former relatives, partners or any person acting on **your** behalf.

### Essential alterations

Up to £150,000 during the **period of insurance** towards essential alterations to **your home** if **you** sustain a **permanent physical injury** as a direct result of a sudden, identified, unexpected and unforeseen accident.

**We will not pay:**

- for any cost unless **you** obtain **our** written permission first;
- for **your domestic employees**;
- if the **permanent physical injury** has been self- inflicted;
- more than £150,000 in total if **you** claim under Section One – **Buildings** and Section Two - **Contents**.

### Home upgrades

If **we** have agreed **your** claim for loss or damage caused by escape of water or **flood**, **we** will contribute towards the cost of improvements intended to lessen or prevent a future occurrence of the same type.

The most **we** will pay during the **period of insurance** is £20,000 or 10% of the insured cost of repairs to the damaged property, whichever is the lesser.

**We will not pay unless we** have given **our** written permission.

### Memorial stones

**We** will pay up to £5,000 for loss or damage to a stone or plaque in the memorial of **your** parent, spouse, partner, or child, occurring in the **United Kingdom**.

### Credit cards

**We** will only pay amounts **you** legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. This cover is not subject to an **excess**.

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**We** will not pay unless **you** comply with the terms and conditions under which the **credit cards** were issued.

### Contents in storage

Up to 10% of **your contents sum insured** for **contents** kept in a commercial storage unit.

### Freezer contents

**We** will pay for the cost of replacing the **contents** of **your** freezer or refrigerator. This cover is not subject to an **excess**.

### What is not covered

The following exclusions apply to Section Two - **Contents** only, in addition to the General Exclusions on pages 24 and 25 of **your** insurance policy.

**We** do not cover:

1. loss or damage directly or indirectly caused by or arising from:
  - moth, **vermin**, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;
  - misuse, latent defect, faulty design, faulty workmanship or faulty materials;
  - dryness, dampness, extremes of temperature or exposure to light;
  - chewing, scratching, tearing or fouling by **your** domestic pets. However, if the total amount of all claims from this cause during the **period of insurance** is less than £10,000, this will be covered;
  - dyeing, cleaning, repairing, renovating, restoration; or
  - pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the **premises** or a neighbouring property.
2. the cost of general maintenance or routine redecoration.
3. loss or damage caused by mechanical or electrical faults or breakdown.
4. loss or damage to property in the open caused by storm, **flood** or weight of snow.
5. loss or damage to freezer **contents** resulting from the failure of **your** gas or electricity supply caused by strike or any other industrial action.
6. loss or damage to any item being transported, unless it is suitably packed and secured, given the nature of the item and how it is transported.
7. loss or damage while the **buildings** are **unoccupied** unless the loss or damage is caused by:
  - fire, lightning, explosion or earthquake;
  - aircraft and other flying devices or items dropped from them;
  - storm, **flood** or weight of snow;
  - collision by any vehicle or animal;
  - **subsidence, heave** or **landslip**.

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8. loss or damage caused by **subsidence, heave** or **landslip**:
  - as a result of the coast or riverbank wearing away;
  - if the cost has been covered (or would have been if it was not for this insurance) by a separate, contract, guarantee or by law, for example under a building contract which **you** have entered in to.

# SECTION THREE VALUABLES, ANTIQUES AND WORKS OF ART

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

Section Three - **Valuables, Antiques and Works of Art** sets out what **we** cover for the **valuables, antiques and works of art** as defined in **your** insurance policy. This cover is optional. Please read **your schedule** to see if **you** have insurance cover under Section Three - **Valuables, Antiques and Works of Art**. This cover is provided by Munich Re Syndicate Ltd and is subject to the terms, conditions, limits and exclusions in this policy. The grey boxes highlight the limitations and exclusions applicable to each cover.

## What is covered

**We** will insure the **valuables, antiques and works of art** up to the **sum insured** for physical loss or physical damage while at **your home** and anywhere in the world, during the **period of insurance**.

## How much we will pay

Items, pairs and sets worth more than £100,000 each for **antiques and works of art** and more than £50,000 each for **valuables** must be specified individually.

## Your obligations in this Section

Please note that in addition to **your** obligations set out on page 8 of **your** policy, this Section Three – **Valuables, Antiques and Works of Art** contains obligations **you** should comply with which are specific to this Section. **We** specifically refer **you** to:

- Extended replacement;
- New acquisitions;
- Death of artist;
- Defective titles; and
- Temporary removal of **valuables**.

## Specified item – total loss

If a specified item is lost or damaged beyond repair, **we** will replace or pay for that item specified on **your schedule**.

## Specified item – partial loss

If a specified item suffers partial loss or damage **we** will decide whether 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 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 schedule**.

## Unspecified item – total loss

If an unspecified item is lost or damaged beyond repair, **we** will pay to replace the item.

## Unspecified item – partial loss

If an unspecified item suffers partial loss or damage, **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 schedule**, whichever is less.

# SECTION THREE VALUABLES, ANTIQUES AND WORKS OF ART

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## Extended replacement

We will pay the cost of replacement or repairing any damage plus 200% of the item's specified value or an additional £2,000,000, whichever is the lesser, where **you** have had a professional valuation carried out within the last 3 years that **we** have seen and approved and the **sum insured** for the specified item reflects this.

## Section Three - Valuables, Antiques and Works of Art – Additional covers

The following additional covers apply automatically when **your valuables, antiques and works of art** are included on **your schedule** and are in addition to the **sum insured** for **valuables, antiques and works of art**.

We will cover:

## New acquisitions

We will cover new items **you** have bought but which **you** have not told **us** about yet.

We will not pay:

- for loss or damage which **we** specifically exclude elsewhere under Section Three - **Valuables** and **Antiques and Works of Art**;
- more than 25% of the **sum insured** under Section Three - **Valuables, Antiques and Works of Art**;
- for any single item with a value greater than £50,000 for **Valuables** and £100,000 for **Antiques and Works of Art**.

if **you** have not told **us** about buying the item within 90 days of purchase.

## Death of an artist

We will automatically increase the insured value of any item listed in the specification for **antiques and works of art** by up to 200% if the artist dies during the **period of insurance**. We will only do this for the 6 months immediately following the death of that artist.

We will not pay:

- more than £100,000 in total during any one **period of insurance**;
- if **you** are unable to provide a professional valuation or purchase receipt and proof of increased value which is less than 5 years old at the time of any loss or damage.

## Defective title

If, during the **period of insurance**, someone claims that any item listed in the specification for **antiques and works of art** is not rightfully **yours** and **you** are legally obliged to return the item to its rightful owner because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it or the value shown in the specification if this is less.

## SECTION THREE

# VALUABLES, ANTIQUES AND WORKS OF ART

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We will not pay:

- more than £250,000 in total during any one **period of insurance**;
- unless **you** prove that **you** made reasonable enquiries about where the item came from before **you** bought it;
- unless **you** bought the item during the period that the **antiques and works of art** have been insured with **us**;
- unless **you** told **us** about a claim during the **period of insurance**.

### Temporary removal of valuables

Where an **endorsement** attaching to **your schedule** states that **valuables** are insured when deposited with a bank or in a safe deposit box, **we** agree to cover them up to a maximum of £100,000 for loss or damage whilst temporarily removed from the bank or safe deposit box for up to 30 days in any one **period of insurance** without **our** written permission.

We will not pay:

- for loss or damage unless **you** have a professionally installed safe at the **home** with an adequate cash rating; or
- unless items are worn, in **your** custody and control or in the same room as **you**, at the time that loss or damage takes place.

### Temporary cover for valuables, antiques and works of art

**We** will cover items of **valuables** and **antiques and works of art** that are loaned to **you**, or borrowed by **you** for up to a maximum of 7 days from the commencement of the loan or borrowing period.

We will not pay:

- for any period of time exceeding 7 days from the commencement of the borrowing or loan;
- for any amount exceeding 25% of **your** total specified **sum insured** for **valuables** and/or **antiques and works of art**, or £100,000 for **antiques and works of art** and £50,000 for **valuables**, whichever is the lesser amount.

### What is not covered

The following exclusions apply to Section Three - **Valuables, Antiques and Works of Art** only, in addition to the General Exclusions on pages 24 and 25 of **your** policy.

We do not cover:

1. loss or damage directly or indirectly caused by or arising from:
  - moth, **vermin**, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;
  - misuse latent defect, faulty design, faulty workmanship or faulty materials;
  - dryness, dampness, extremes of temperature or exposure to light;



## SECTION THREE

# VALUABLES, ANTIQUES AND WORKS OF ART

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- chewing, scratching, tearing or fouling by **your** domestic pets. However, this exclusion will not apply if the total amount of all claims from this cause during the **period of insurance** is less than £10,000;
  - dyeing, cleaning, repairing, renovating, restoration or being worked on; or
  - pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the **premises**.
2. loss or damage caused by mechanical or electrical faults or breakdown.
  3. loss or damage to any item being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.
  4. more than £50,000 for any one item of **valuables** unless otherwise stated in the **schedule**.
  5. more than £100,000 for any one item of **antiques and works of art** unless otherwise stated in the **schedule**.
  6. loss or damage while the **buildings** are **unoccupied** unless the loss or damage is caused by:
    - fire, lightning, explosion or earthquake;
    - aircraft and other flying devices or items dropped from them;
    - storm, **flood** or weight of snow;
    - collision by any vehicle or animal;
    - subsidence, heave or landslip
  7. Digitally held art work and non-fungible tokens (NFTs).
  8. **Valuables** and **Antiques and Works of Art** which are business property.

# SECTION FOUR ACCIDENTS TO DOMESTIC EMPLOYEES

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## Section Four - Accidents to Domestic Employees

Section Four - Accidents to **Domestic Employees** sets out what **we** cover for accidents to **domestic employees** as defined in **your** insurance policy.

Section Four - Accidents to **Domestic Employees** will apply automatically provided **you** have selected Section Two - **Contents**. This cover is provided by Munich Re Syndicate Ltd and is subject to the terms, conditions, limits and exclusions in **your** insurance policy. The grey boxes highlight the limitations and exclusions applicable to each cover.

## What is covered

**We** will pay for amounts **you** become legally liable to pay, including **costs and expenses** with **our** written permission, for **bodily injury** caused by an accident occurring during the **period of insurance** anywhere in the world to **your domestic employees** employed in connection with the **premises** shown in the **schedule**.

## How much we will pay

**We** will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the **costs and expenses** with **our** written permission.

## What is not covered

The following exclusions apply to Section Four - Accidents to **Domestic Employees** only, in addition to the General Exclusions on pages 24 and 25 of **your** insurance policy.

**We** do not cover:

1. **bodily injury** directly or indirectly caused by any motorised or horse-drawn vehicle other than:
  - domestic garden equipment whilst being used within the **premises**; and
  - pedestrian-controlled garden equipment, mobility scooters or wheelchairs or items designed for a child's use.
2. **bodily injury** (including death or disease) directly or indirectly caused by any **communicable disease** or condition.
3. **bodily injury** arising whilst the **domestic employee** is in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days (whether consecutive or non-consecutive) in the **period of insurance**.
4. fines or penalties incurred by **you**.

# SECTION FIVE

## LEGAL LIABILITY TO THE PUBLIC

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### Section Five - Legal Liability to the Public

Section Five - Legal Liability to the Public sets out what **we** cover for legal liabilities to the public.

Section Five - Legal Liability to the Public will apply automatically and will be shown in **your schedule**. This cover is provided by Munich Re Syndicate Ltd and is subject to the terms, conditions, limits and exclusions in this policy. The grey boxes highlight the limitations and exclusions applicable to each cover.

### What is covered

Section Five - Legal Liability to the Public covers **your** legal liability for loss **you** are held legally responsible for, which arises from an occurrence anywhere in the world. **We** will provide different cover depending on the sections of cover **you** have opted to insure.

### Your obligations in this Section

Please note that in addition to **your** obligations set out on page 8 of **your** policy, this Section Five – **Legal Liability to the Public** contains obligations **you** should comply with which are specific to this Section. **We** specifically refer **you** to:

- What is not covered.

### What we will pay

What **we** will pay under this Section depends on whether **your** policy provides cover solely for **buildings**, solely for **contents**, or for both **buildings** and **contents**, as set out below.

### Buildings only

If **you** insure the **buildings** only under Section One - **Buildings**, **we** will cover **your** legal liability as owner and occupier as follows:

any amounts **you** become legally liable to pay in damages in the event of:

- accidental **bodily injury** to any person other than a **domestic employee**; or
- accidental loss or damage to property,

occurring at the **premises** during the **period of insurance**.

### Contents only

If **you** insure the **contents** only under Section Two - **Contents**, **we** will cover **your** legal liability as owner or occupier as follows:

for any amounts **you** become legally liable to pay in damages in the event of:

- accidental **bodily injury** to any person other than a **domestic employee**; or
- accidental loss or damage to property,

occurring at the **premises** during the **period of insurance**; or

as a private individual, for any amounts **you** become legally liable to pay as damages in the event of:

- accidental **bodily injury** to any person; or
- accidental loss or damage to property,

occurring anywhere in the world during the **period of insurance**.

# SECTION FIVE

## LEGAL LIABILITY TO THE PUBLIC

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### Buildings and contents

If **you** insure both the **buildings** and the **contents** under Section One - **Buildings** and Section Two - **Contents**, **we** will cover **your** legal liability as owner or occupier as follows:

for any amounts **you** become legally liable to pay in damages in the event of:

- accidental **bodily injury** to any person other than a **domestic employee**; or
- accidental loss or damage to property,

occurring at the **premises** during the **period of insurance**; or

as a private individual for any amounts **you** become legally liable to pay as damages in the event of:

- accidental **bodily injury** to any person; or
- accidental loss or damage to property,

occurring anywhere in the world during the **period of insurance**.

### Section Five - Legal Liability to the Public – Additional covers

The following covers apply automatically when **your** legal liability to the public is included on **your schedule**.

We will cover:

### Unrecovered court awards

**We** will pay for sums which **you** have been awarded during the **period of insurance** by a court in the **United Kingdom** and which still remain outstanding 3 months after the award has been made provided that:

- **We** would have covered **your** legal liability as a private individual had the award been made against **you** rather than to **you**;
- there is no appeal pending; and
- **you** agree to allow **us** to enforce any right which **we** will become entitled to upon making payment.

#### We will not pay

- more than £5,000,000 for any one event.

### Defective premises

**We** will pay for any amount **you** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** previously owned and occupied by **you**.

#### We will not pay for:

- any liability if **you** are entitled to payment under any other insurance;

## SECTION FIVE

# LEGAL LIABILITY TO THE PUBLIC

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- the cost of repairing any fault or alleged fault.

### What is not covered

The following exclusions apply to Section Five - Legal Liability to the Public only, in addition to the General Exclusions on pages 24 and 25 of **your** insurance policy.

**We** will not pay for any liability:

1. for **bodily injury** to;
  - **you**; or
  - any person who at the time of sustaining the injury is engaged in **your** service.
2. for **bodily injury** (including death or disease) arising directly or indirectly from any **communicable disease** or condition.
3. for damage to property owned by or in the charge or control of;
  - **you**; or
  - any person engaged in **your** service;
4. in Canada or the United States of America after the total period of stay in either or both countries exceeds a total of 60 days (whether consecutive or non-consecutive) during any one **period of insurance**.
5. arising directly or indirectly out of any manual business or employment other than incidental farming.
6. which **you** have assumed under contract and which would not otherwise have been covered by **your** insurance policy.
7. arising out of any criminal acts.
8. arising out of **your** ownership, possession or use of:
  - any motorised vehicle other than quad bikes, golf buggies, domestic garden equipment, mobility scooters or wheelchairs, provided that **you**, or someone acting with **your** permission, are not using them on any public road where the Road Traffic Act or similar legislation says **you** must insure them;
  - any aircraft or watercraft other than manually operated rowing boats, punts or canoes, stand up paddle boards, sailboards or dinghies;
  - any animal other than incidental farming livestock or a horse or domestic pet, provided the pet is not a dog treated as 'dangerous' under the Dangerous Dogs Act 1991 or similar legislation; or
  - any power operated lift other than those designed for and used by the disabled or infirm and/or lifts that are the subject of an annual maintenance contract with a professional inspection company.
9. for any kind of pollution or contamination other than;
  - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises**; and
  - reported to **us** not later than 30 days from the end of the **period of insurance**,in which case all the pollution or contamination arising out of the accident will be deemed to have happened at the time of the accident.

## SECTION FIVE

# LEGAL LIABILITY TO THE PUBLIC

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10. for pollution or contamination more than £10,000,000 in total during the **period of insurance**
11. arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.
12. if **you** are entitled to payment under any other insurance, including but not limited to any house or travel insurance, until the other insurance(s) is exhausted.
13. arising out of any goods or products designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by **you**.
14. for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.
15. for other liability covered under Section Five - Legal Liability to the Public, more than £10,000,000 during the **period of insurance** for any one accident or series of accidents arising out of any one event, plus the **costs and expenses** unless **we** have given **our** written permission.

# SECTION SIX ANNUAL TRAVEL

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## Section Six - Annual Travel

Section Six - Annual Travel sets out what **we** cover for **journeys** as defined in **your** insurance policy. This cover is optional. Please read **your schedule** to see if **you** have insurance cover under Section Six - Annual Travel.

This cover is provided by Munich Re Syndicate Ltd and is subject to the terms, conditions, limits and exclusions in this policy. The grey boxes highlight the limitations and exclusions applicable to each cover.

## Your obligations in this Section

Please note that in addition to **your** obligations set out on page 8 of **your** policy, this Section Six – Annual Travel contains obligations **you** should comply with which are specific to this Section. **We** specifically refer **you** to:

- Missed travel arrangements;
- Legal expense;
- Winter Sports Cover; and
- Section Conditions

## Section Definitions

The following definitions are specific to Section Six - Annual Travel and should be read alongside the General Definitions on pages 17 to 21 where the same word has a definition here and in the General Definitions, **the section definition will be used** for Section Six - Annual Travel.

### Connected person

Person(s) referred to in cancellation and curtailment coverage, who are not **insured persons**.

### Insured person

Person(s) named in the **schedule** and all permanent residents of **your home** (excluding resident **domestic employees** unless requested to be added and named in an **endorsement**).

### Kidnap

The illegal taking and holding captive of **you** by people who then demand a **ransom**, from **your** assets, as a condition of **your** release.

### Journey

A trip outside the **United Kingdom** undertaken by one or more **insured persons** for social, domestic and pleasure purposes only of up to 90 consecutive days or 30 consecutive days for a winter sports trip, which commences during the **period of insurance**. It also includes any trip carried out for social, domestic and pleasure purposes only wholly within the **United Kingdom** involving a pre-booked flight or train for a minimum of two nights' stay in paid accommodation.

## What is covered

This annual insurance travel policy covers **you** for medical, emergency travel, repatriation and associated expenses, cancellation, curtailment, missed travel arrangements and travel delay as noted in the covers below.

## Section Six - Annual Travel – Additional covers

The following covers apply automatically when Section Six - Annual Travel is included on **your schedule**.

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# ANNUAL TRAVEL

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We will cover:

### Medical expenses

The costs incurred outside the **United Kingdom** for medical, surgical or other remedial attention or treatment given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges, including dental expenses incurred in an emergency for immediate pain relief.

**We** will also cover medical expenses, as described above, which are incurred within:

- The Channel Islands provided **you** are permanently resident in England, Scotland, Wales or Northern Ireland; or
- England, Scotland, Wales or Northern Ireland provided **you** are permanently resident in the Channel Islands.

**We** will not pay for:

- more than £10,000,000 for each insured event, arising from injury or illness suffered during any one **journey**.

### Emergency travel expenses

The extra travel and accommodation expenses incurred by an **insured person** and up to two people who need to travel to, remain with or escort an **insured person** back to where they are a permanent resident in the **United Kingdom** if the qualified medical practitioner treating the **insured person** says this is necessary.

**We** will not pay for:

- more than £10,000,000 for each insured event, arising from injury or illness suffered during any one **journey**.

### Repatriation expenses

The cost of sending an **insured person** back to where they are a permanent resident in the **United Kingdom** by the most suitable transport if **our** medical adviser, in consultation with the qualified medical practitioner treating the **insured person**, agrees that this is necessary.

**We** will not pay for:

- an **insured person** to be repatriated more than 12 months after the date the **insured person** was injured or first became ill.

### Funeral expenses

If an **insured person** dies during a **journey**, **we** will pay up to £25,000 for funeral expenses abroad or the cost of transporting an **insured person's**



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remains back to where they were a permanent resident in the **United Kingdom**.

### Temporary loss of baggage

If an **insured person's** baggage is temporarily lost for more than 8 hours on the outward part of a **journey**, **we** will pay up to £1,000 towards the cost of buying or hiring essential and reasonable replacement items.

### Travel documents

If an **insured person** loses or accidentally damages their essential travel documents during a **journey**, **we** will pay the cost of replacing them and for the reasonable and necessary travel and accommodation expenses an **insured person** incurs in doing so up to £2,500.

### Personal accident

If an **insured person** suffers accidental **bodily injury** during a **journey** which directly results within 12 calendar months of the date of the accident in death or **permanent physical injury**, **we** will pay £100,000 at the time of the accident.

We will not pay for:

- **permanent physical injury** to any **insured person** under more than one of the benefits stated in paragraphs 1, 2 or 3 of the definition of **permanent physical injury**.

### Hospital in-patient benefit

**We** will pay up to £100 per day for each complete 24 hour period an **insured person** has to spend as a hospital in-patient outside the **United Kingdom** up to a maximum of 365 days.

**We** will also pay hospital in-patient benefit, as described above, when **you** are in:

- the Channel Islands provided **you** are permanently resident in England, Scotland, Wales, Northern Ireland or the Isle of Man;
- England, Scotland, Wales or Northern Ireland provided **you** are permanently resident in the Channel Islands or the Isle of Man; or
- the Isle of Man provided **you** are permanently resident in England, Scotland, Wales, Northern Ireland or the Channel Islands.

### Cancellation and curtailment

**We** will reimburse an **insured person** for irrecoverable costs for unused travel and accommodation expenses (including kennel or cattery fees) or rearranged expenses, paid or contracted to be paid, if the original planned **journey** is cancelled, or rearranged as a result of:

- a) an **insured person's** death, accidental injury or illness, the death, accidental injury or illness of an **insured person's** travelling companion (s) or an **insured person's** spouse or partner, close relative or friend, business partner or someone an **insured person** or an **insured person's** travelling companion are planning to stay with during the **journey**;
  - b) an **insured person** or their travelling companion or someone an **insured person** is planning to stay with during the **journey** being:
- put in quarantine or called for jury service or as a court witness;

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# ANNUAL TRAVEL

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- made redundant, as long as the redundancy qualifies for payment under current law;
- required to be in the **United Kingdom** following a burglary at, or major damage to, their **home**;
  - c) major damage to an **insured person's** pre-booked accommodation making it impossible for an **insured person** to stay there;
  - d) a **hijack** which prevents an **insured person** from continuing the **journey**;
  - e) the cancellation as a result of the British Government, the Foreign Commonwealth and Development Office (FCDO) or the World Health Organisation changing its advice after the **insured person** has booked travel to advise against all but essential travel to a country or region which an **insured person** is travelling to or scheduled to travel to;
  - f) the cancellation or delayed departure for 24 hours or more of the scheduled transport on which an **insured person** is booked to travel because of a strike, riot, civil commotion, fire, **flood**, earthquake, landslide, avalanche, accident, mechanical breakdown or bad weather, or;
  - g) an **insured person** missing the scheduled public transport on which they are booked to travel on their outward **journey** because they are unable to leave their **home** in the **United Kingdom** for 24 hours or more due to snow, **flood**, earthquake or landslide.

#### We will not pay for:

- the first £500 of each claim;
- more than £12,500 per person for the cancellation, curtailment or rearrangement of any one **journey**;
- any claim due to a **connected person** who is 76 years old or over at the start of the **period of insurance** and has not been accepted by **us** and individually named on the **schedule**.

### Missed travel arrangements

We will pay an **insured person** up to £2,500 for the reasonable extra travel and accommodation expenses that they have to pay to continue or complete their **journey** if, at any time during a **journey**, they miss the scheduled public transport on which they are booked to travel because:

- they are prevented from reaching their departure point by a strike, riot, civil commotion, fire, **flood**, earthquake, landslide, avalanche or bad weather; or
- the transport in which the **insured person** is travelling to the departure point is involved in an accident or breaks down or because a fellow passenger or crew member is injured or taken ill.

#### We will not pay for:

- the first £100 of each claim;
- missed public transport unless the **insured person** has done everything they can to arrive at the departure point in good time;

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- missed travel arrangements or travel delay due to a strike or industrial action which existed or for which advance warning had been given before the date on which the **journey** was booked;
- for missed travel arrangements unless the **insured person** provides written confirmation from the public transport carrier, or a garage or motoring organisation where appropriate, of the delay and the reason for it;
- for missed travel arrangements due to avalanche or landslip, where the **journey** was booked within 14 days of the start date and it was widely known that an avalanche or landslip had occurred at the intended resort;
- for extra travel and accommodation expenses where the tour operator has paid for alternative arrangements.

### Golfer's cover

We will pay for the following:

#### Golf Fees

Up to £1,000 for the value of any non-refundable pre-paid golf green fees, tuition fees or golf equipment pre-booked during or before the beginning of a **journey** which are not used due to illness or accident or due to the loss or theft of the documentary evidence of the green fees, tuition fees or golf equipment.

### Gap year cover

We will extend a **journey** for any **insured person** who is a student between the ages of 18 and 24 to for up to 365 consecutive days

### Travel delay

If the scheduled public transport on which an **insured person** is booked to travel at either the start or the end of a **journey** has been delayed for more than 8 hours because of a strike, riot, civil commotion, fire, **flood**, earthquake, landslip, avalanche, bad weather, accident or breakdown, **we** will pay £250.

### Legal expenses

We will pay an **insured person's** (or their legal representative's) legal expenses incurred whilst negotiating for their legal rights to obtain compensation from a third party for an **insured person's** death, bodily injury or illness, provided that:

- cover only applies for events occurring and notified to **us** during the **period of insurance**;
- a lawyer is not appointed to act for an **insured person** without **our** written permission;
- in either **our** or the appointed lawyer's opinion, it is always more likely than not that the **insured person** will recover damages;
- **we** will not be liable for legal expenses incurred before **our** written acceptance of the claim;
- the **insured person** (or their legal representatives) will co-operate with **us** and an appointed lawyer at all times and provide any information and assistance required; and
- this cover will not apply if legal expenses insurance is provided for the event under Section Seven - Legal Expenses of **your** insurance policy.

## SECTION SIX ANNUAL TRAVEL

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### We will not pay for:

- more than £25,000 for any claim for one or more **insured persons** arising out of a single event;
- any claim against a travel agent, tour operator, transport company, insurer or insurance agent;
- any claim against another **insured person** or travelling companion.

### Counselling fees

Up to £50,000 during the **period of insurance** for psychiatric services which are prescribed by a qualified medical practitioner, as a result of physical trauma and distress during a **journey**. **We** will only cover such costs if they are incurred within 12 months of the date of **your journey**.

### We will not pay :

- for any cost unless **you** obtain **our** written permission first;
- any loss caused by **you**, **your** relatives, former relatives, partners or any person acting on **your** behalf.

### Winter sports cover

If an **insured person** is on a winter sports holiday, **we** will pay for the following:

#### Ski hire

- Up to £100 per day for a maximum of 14 days for the reasonable cost of hiring replacement equipment if an **insured person's** skis, snowboard, poles or boots are damaged, stolen or temporarily lost for more than 8 hours during the **journey**.

#### Ski package

- If an **insured person** is unable to ski or snowboard due to illness or an accident arising during a **journey** and an admissible claim for medical expenses has been agreed under Section Six - Annual Travel for that illness or accident, **we** will pay up to £500 per week for a maximum of 4 weeks in reimbursement of costs paid or costs the **insured person** is legally liable to pay which cannot be recovered for the **insured person's** own unused ski pass, equipment hire or tuition.

#### Piste closure

Up to £100 per day up to a maximum of 30 days during any one **journey** for the reasonable extra travel expenses that has to be paid in order to reach the nearest alternative skiing resort if all the winter sports facilities at the **insured person's** pre booked resort are closed during a **journey** and no alternative resort is available within an **insured person's** ski pass area. Please note, **we** do not cover free-style skiing, ski jumping, heli-skiing, ice hockey, use of bobsleigh runs, any competition (other than races organised by ski schools) or off-piste skiing unless the **insured person** is accompanied by a suitably experienced guide.

# SECTION SIX ANNUAL TRAVEL

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We will not pay for:

- piste closure when the **insured person** is on a **journey** which starts or ends during the period 1st April to 31st December inclusive in the Northern Hemisphere, or during the period 1st October to 30th June inclusive in the Southern Hemisphere;
- piste closure, where the **journey** was booked within 14 days of the start date and it was widely known that an avalanche or landslip had occurred at the intended resort.

## Section Conditions

The following conditions apply to Section Six - Annual Travel only, in addition to the General Conditions on pages 22 to 23 of **your** insurance policy.

## High risk areas

Section Six - Annual Travel will not pay for any claim that occurs in a country that an **insured person** is visiting against the advice or recommendation of Foreign Commonwealth and Development Office (FCDO) or the World Health Organisation unless **we** give **our** written permission before they depart.

The Foreign Commonwealth and Development Office website address is <https://www.gov.uk/government/organisations/foreign-commonwealth-development-office>.

The World Health Organisation Website address is:

<https://www.who.int/>

## Claims condition

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

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

## What is not covered

The following exclusions apply to Section Six - Annual travel only, in addition to the General Exclusions on pages 24 and 25 of **your** insurance policy.

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We do not cover:

1. the first £100 of each claim.
2. any **journey** if, at the time of booking, an **insured person**:
  - is suffering or recovering from a serious injury or illness; or
  - has been advised not to travel for medical reasons.
3. any **journey** that:
  - is for the purpose of having medical or surgical treatment;
  - is booked or made by anyone who is under 16 years old at the start of the **journey**, unless they are on an organised school trip or are to be accompanied for the whole trip by an adult; or
  - is made by anyone who is 76 years old or over at the start of the **period of insurance**.
  - results in any cancellation, and/or curtailment, claim(s) if the claim results from the involvement of a **connected person** who is 76 years old or over at the start of the **period of insurance**.
4. medical expenses incurred more than 12 months after the date the **insured person** was injured or first became ill.
5. cancellation of any **journey** which is booked more than 12 months before its planned start date.
6. cancellation or curtailment of any **journey** because of a medical condition, unless the **insured person** provides a doctor's certificate to support their claim.
7. any claim
  - for medical expenses arising out of a medical condition which an **insured person** knew about at the time the **journey** was booked or begins, unless the condition is normally stable, under control and has been without the need for in-patient or emergency medical care in the preceding 12 months and the **insured person** has not been advised not to travel;
  - arising out of a set of circumstances which the **insured person** knew about at the time the **journey** was booked unless they could not reasonably have expected the circumstances to result in a claim;
  - arising out of pregnancy or childbirth within two months before and two months after the estimated date of delivery;
  - resulting from any emotional or psychiatric disorder or condition;
  - resulting from the **insured person** taking or using drugs or controlled substances, other than drugs prescribed by their doctor and used properly;
  - resulting from the **insured person** committing suicide, deliberately injuring themselves or putting themselves in unnecessary danger, unless trying to save a human life;
  - resulting from any criminal act by an **insured person**.
8. the cost of any medication an **insured person** needs and was taking before the start of the **journey**.
9. any claim resulting from the **insured person** taking part in:
  - the following winter sports: free-style skiing, ski jumping, heli-skiing, ice hockey, use of bobsleigh runs, any competition (other than races organised by ski schools) or off-piste skiing unless the **insured person** is accompanied by a suitably experienced guide;

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- the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
  - holds the British Sub Aqua Club “Sports Diver” certificate or the Professional Association of Diving Instructors “Open Water” certificate and follows the relevant Club or Association rules and guidelines at all times; or
  - dives only under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times.
- potholing, caving, hang-gliding, parachuting, sky-diving, parascending, paragliding, parasailing, land yachting, mountaineering or rock-climbing for which ropes or guides would normally need to be used, bungee jumping, white-water rafting unless the **insured person** is accompanied by a suitably qualified guide in rapids classified grade 3 and below, any kind of race (other than on foot), any endurance test or any other activity which is known to carry an increased risk of personal injury.
- any sporting activity for gain or reward.
- armed forces activities including operations, exercises or training.
- flying as a pilot or any other aerial activities other than travel by air as a passenger.

# SECTION SEVEN LEGAL EXPENSES

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## Section Seven - Legal Expenses

This cover is provided by DAS Legal Expenses Insurance Company Limited and is subject to the terms, conditions, limits and exclusions in this policy.

Section Seven - Legal Expenses sets out what **we** cover for legal expenses as defined in **your** insurance policy. Section Seven - Legal Expenses will apply automatically and will be shown in **your schedule**.

## Your obligations in this Section

Please note that in addition to **your** obligations set out on page 8 of **your** policy, this Section Seven – Legal Expenses contains obligations **you** should comply with which are specific to this Section. **We** specifically refer **you** to:

- Jury service and court attendance
- Identity theft protection
- Section conditions

## Section Definitions

The following definitions are specific to Section Seven - Legal Expenses in this policy and should be read alongside the General Definitions on pages 17 to 21.

Where the same word has a definition here and in the General Definitions, the section definition will be used for Section Seven - Legal Expenses.

## Appointed representative

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

## Costs and expenses

All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS standard terms of appointment**.

The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** written permission.

## Countries covered

- for insured incidents B) Contract Disputes (excluding B)c) and B)d)) and c) Personal Injury:  
The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- for all other insured incidents:  
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

## DAS standard terms of appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently up to £200 per hour. This amount may vary from time to time.

## Date of occurrence

- For civil cases (other than as specified under c) below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)



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## LEGAL EXPENSES

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- For criminal cases, the date **you** began, or are alleged to have begun, to break the law.
- For insured incident F) Tax Protection, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

### Identity theft

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

### Preferred law firm

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

They are appointed according to the **DAS standard terms of appointment**.

### Reasonable prospects

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

### Secondary home

Private dwelling and or private land in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands, which is owned by **you** for the purposes of providing **you** with a second **home** or holiday **home**.

### What is covered

**We** agree to provide the insurance described in Section Seven - Legal Expenses, provided that:

**Reasonable prospects** exist for the duration of the claim;

The **date of occurrence** of the insured incident is during the **period of insurance**, or

During the currency of a previous equivalent legal expenses insurance policy, provided that:

- the previous legal expenses insurance policy required **you** to report claims during its currency;
- **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident;
- cover has been continuously maintained in force;
- any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by **us**, and
- the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy.

Any legal proceedings, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and

The insured incident happens within the **countries covered**.

### What we will pay

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

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £150,000.

## SECTION SEVEN LEGAL EXPENSES

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The most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £200 per hour. This amount may vary from time to time.

In respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist.

For an enforcement of judgment to recover money and interest due to **you** after a successful claim under **your** insurance policy, **we** must agree that **reasonable prospects** exist, and where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

However in the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS standard terms of appointment** and these will not be paid by **us**.

### Insured incidents

#### A) Employment disputes

##### Costs and expenses for:

- a dispute relating to **your** contract of employment;  
*Please note that a dispute is deemed to have occurred once all employer's disciplinary hearings and internal grievance procedures have been completed.*
- a dispute relating to a contract of employment between **you** and **your domestic employees**, **ex-domestic employees** or prospective **domestic employees**;
- a dispute with **domestic employees** or **ex-domestic employees** to recover possession of **premises you** own or are responsible for.

##### We will not pay for a claim relating to the following:

- any claim relating solely to personal injury (please refer to insured incident **C) Personal Injury**)
- a settlement agreement while **you** are still employed.

#### B) Contract disputes

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

- buying or hiring in goods or services;
- selling goods;
- renting **your** principal **home** as a tenant;
- buying or selling **your** principal **home** or **secondary home**.

Please note that the amount in dispute must be more than £100 (including VAT).

## SECTION SEVEN LEGAL EXPENSES

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We will not pay for a claim relating to the following:

- construction work on any land, or designing, converting or extending any building where the contract value exceeds £250,000 (including VAT);
- the settlement payable under an alternative insurance policy  
(we will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
- a dispute arising from any loan, mortgage, pension, investment or borrowing;
- a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or **buildings** (other than disputes arising from **you** buying or selling **your** principal **home** or **secondary home** or **you** renting **your** principal **home** as a tenant) however, **we** will cover a dispute with a professional adviser in connection with these matters;
- a motor vehicle owned by or hired or leased to **you**.

### C) Personal injury

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

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

We will not pay for a claim relating to the following:

- illness or bodily injury that happens gradually;
- psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**;
- clinical negligence (please refer to insured incident D) Clinical Negligence)

### D) Clinical negligence

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

We will not pay for a claim relating to the following:

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

### E) Property protection

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

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

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

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

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

**We will not pay for a claim relating to the following:**

- a contract **you** have entered into;
- any building or land except **your** principal **home** or **secondary home**;
- someone legally taking **your** property from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** property by any government or public or local authority;
- work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
- mining subsidence;
- adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **you** or of which **you** are trying to take possession);
- the enforcement of a covenant by or against **you**.

### F) Tax protection

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

**We will not pay for any claim if you** are self-employed, or a sole trader, or in a business partnership.

An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

### G) Jury service and court attendance

**Your** absence from work:

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

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

**We will not pay for any claim if you** are unable to prove **your** loss.

### H) Legal defence

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

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

**We will not pay:**

# SECTION SEVEN LEGAL EXPENSES

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- for any claim relating to **you** driving a motor vehicle;
- for any claim resulting from hacking (unauthorised access) or other type of cyber-attack affecting stored personal data.

## I) Identity theft protection

- 1) Following a call to the **identity theft** helpline service **we** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **your** identity.
- 2) If **you** become a victim of **identity theft**, **we** will pay the costs **you** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. **We** will also pay the cost of replacement documents to help restore **your** identity and credit status.
- 3) Following **your identity theft**, **we** will pay:
  - a. **costs and expenses** to reinstate **your** identity including costs for the signing of statutory declarations or similar documents;
  - b. **costs and expenses** to defend **your** legal rights in a dispute with debt collectors or any party taking legal action against **you** arising from or relating to **identity theft**;
  - c. loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

Please note that:

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

**We** will not pay for a claim relating to the following:

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

## Section Conditions

The following conditions apply to Section Seven - Legal Expenses only, in addition to the General Conditions on pages 22 to 23 of **your** insurance policy.

## Your legal representation

On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.

If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.

If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act

## SECTION SEVEN

# LEGAL EXPENSES

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on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS standard terms of appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £200 per hour. This amount may vary from time to time.

The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

### Your responsibilities

**You** must co-operate fully with **us** and the **appointed representative**.

**You** must give the **appointed representative** any instructions that **we** ask **you** to.

### Offers to settle a claim

**You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written permission.

If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.

**We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

### Assessing and recovering costs

**You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.

**You** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

### Cancelling an appointed representative's appointment

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

### Withdrawing cover

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

### Expert opinion

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

### Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service

# SECTION SEVEN LEGAL EXPENSES

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for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

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

## Keeping to Section Seven - Legal Expenses Terms

**You** must:

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

## Equivalent Legislation

All Acts of Parliament mentioned in Section Seven - Legal Expenses include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## What is not covered

The following exclusions apply to Section Seven - Legal Expenses only, in addition to the General Exclusions on pages 24 and 25 of **your** insurance policy.

## Late reported claim

A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

## Costs we have not agreed

**Costs and expenses** incurred before **our** written acceptance of a claim.

## Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.

## Legal action we have not agreed

Any legal action **you** take that **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.

## Defamation

Any claim relating to written or verbal remarks that damage **your** reputation.

## A dispute with DAS

A dispute with **us** (or any other insurer to this policy) not otherwise dealt with under the arbitration condition of Section Seven - Legal Expenses .

## Judicial review

**Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

## Litigant in person

Any claim where **you** are not represented by a law firm, barrister or tax expert.

# SECTION EIGHT HOME EMERGENCY

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## Section Eight - Home Emergency

Section Eight - **Home** Emergency sets out what **we** cover for **home emergency** as defined in **your** insurance policy. Section Eight - **Home** Emergency will apply automatically and will be shown in **your schedule**. This cover is provided by DAS Legal Expenses Insurance Company Limited and is subject to the terms, conditions, limits and exclusions in this policy.

## Your obligations in this Section

Please note that in addition to **your** obligations set out on page 8 of **your** policy, this Section Eight – **Home** Emergency contains obligations **you** should comply with which are specific to this Section. **We** specifically refer **you** to:

- What is covered;
- What **we** will pay; and
- Section conditions

## Section Definitions

The following definitions are specific to Section Eight - **Home** Emergency in this policy and should be read alongside the General Definitions on pages 17 to 21. Where the same word has a definition here and in the General Definitions, the section definition will be used for Section Eight - **Home** Emergency.

## Emergency assistance limit

£2,500 (including VAT) for the call-out charge, labour costs, parts and materials for each insured event. This does not include any amount payable in respect of **hotel accommodation**.

## Home

**Your** main private residence or a second, weekend and/or holiday **home** used or lived in by **you**, and/or used as holiday accommodation by anyone else with **your** consent. This includes attached or integral garages but does not include walls, gates, hedges, fences, outbuildings, sheds, detached garages or anything outside the legal boundary of the property. **Your home** must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

## Hotel accommodation

The room-only cost of one night's accommodation for **insured person(s)** if **your home** remains uninhabitable following an insured event. The most **we** will pay for **hotel accommodation** is £150 (including VAT) per person up to a maximum of £400 (including VAT).

## Insured person

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

## Main heating system

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

## Plumbing and drainage

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

## What is covered

**We** agree to cover the costs of the assistance described in Section Eight - **Home** Emergency in respect of the insured events below provided that:

1. the insured event is sudden, unexpected and requires immediate corrective action to:
  - prevent damage or further damage to **your home**;
  - make **your home** secure;



# SECTION EIGHT

## HOME EMERGENCY

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- relieve unreasonable discomfort, risk to health or difficulty to an **insured person**.
- 2. the insured event happens during the **period of insurance** and within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

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

### What we will pay

**We** will arrange and pay for a contractor to take action up to the **emergency assistance limit** for each insured event.

If **your home** remains uninhabitable overnight following an insured event, **we** will reimburse **you** for **hotel accommodation**. **You** must send **us** all relevant invoice(s) before **we** will reimburse **you**. The decision on whether **your home** is uninhabitable will take into account whether it would be fair and reasonable for **you** to remain in **your home**.

### Insured Events

**Your** insurance policy gives **you** 24-hour assistance in **your home** if **you** suffer one of the following insured events.

#### Roof damage

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

#### Plumbing and drainage

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

**You** are not covered for pipes for which **your** water supply or sewerage company are responsible and rainwater drains and soakaways.

#### Heating failure

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

**You** are not covered for cold-water supply or drainage pipes, non-domestic heating or non-domestic hot water systems, or any form of solar heating or warm air system.

#### Power supply failure

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

**You** are not covered for the failure of the mains supply.

#### Toilet unit

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

# SECTION EIGHT HOME EMERGENCY

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## Home security

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

## Keys

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

## Vermin

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

**You** are not covered for an infestation in any domestic outbuilding or garage, or the removal and/or control of bees' nests.

## Section Conditions

The following conditions apply to Section Eight - **Home** Emergency only, in addition to the General Conditions on pages 22 and 23 of **your** insurance policy.

## Maintenance

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

## Keeping to the policy terms

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

## Replacement parts

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

## Circumstances beyond our control

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

## Losses not directly covered by this section

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

## What is not covered:

The following exclusions apply to Section Eight - **Home** Emergency only, in addition to the General Exclusions on pages 24 and 25 of **your** insurance policy.

## Rented properties

An incident at a property that **you** rent or let (other than where **you** have consented to **your home** being used as holiday accommodation), or that **you** own that is not **your home**.

## Unoccupied homes

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

## Costs we haven't agreed

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

# SECTION EIGHT

## HOME EMERGENCY

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### Home maintenance

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

### Communal areas

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

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

### Nobody at home

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

### Replacement boilers or appliances

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

### Repair is uneconomical

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

### Failure to carry out previously recommended repairs

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

### Guarantee and warranty

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

### Risk to health and safety

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

### Incorrect installation or repairs

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

### Damage caused during repairs

Damage caused by gaining access to carry out repairs.

### Mains supplies

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

### Connected homes

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

### Septic tanks, cess pits and fuel tanks

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

### Subsidence, heave and landslip

An incident arising from **subsidence, heave** and **landslip**.

### Cyber

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

## SECTION EIGHT HOME EMERGENCY

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Sometimes we can't help:

There are some times that **we** can't help and **we** have given some advice below:

- **You** should immediately contact the fire, ambulance or police service in a situation that could result in serious risk to **you** or substantial damage to **your home**.
- If **you** think there is a gas leak, **you** should contact the National Gas Emergency Service on 0800 111 999.
- If there is an emergency relating to a service such as the mains water or electricity supply, **you** should contact **your** supplier.
- **We** will always try to get to **you** as soon as possible but sometimes it may take **us** longer than **we** would like because the weather is bad, **you** are in a remote location or parts needed to complete the repair are unavailable.
- If providing help would put **our** contractors in danger, for example carrying out roof repairs in high winds or repairing damp electrics, **we** will wait until the conditions have improved before sending someone out.

# SECTION NINE HOME CYBER

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Section Nine - Home Cyber	Section Nine - <b>Home</b> Cyber sets out what <b>we</b> cover for <b>home</b> cyber. Section Nine - <b>Home</b> Cyber will apply automatically and will be shown in <b>your schedule</b> . This cover is provided by DAS Legal Expenses Insurance Company Limited and is subject to the terms, conditions, limits and exclusions in this policy.
Your obligations in this Section	Please note that in addition to <b>your</b> obligations set out on page 8 of <b>your</b> policy, this Section Nine – <b>Home</b> Cyber contains obligations <b>you</b> should comply with which are specific to this Section. <b>We</b> specifically refer <b>you</b> to: <ul style="list-style-type: none"><li>• Cyber crime; and</li><li>• Reporting a claim</li></ul>
Section Definitions	The following definitions <u>are specific to Section Nine - Home Cyber</u> in this policy and should be read alongside the General Definitions on pages 17 to 21 where the same word has a definition here and in the General Definitions, <u>the section definition will be used</u> for Section Nine - <b>Home</b> Cyber.
Computer virus	Any malicious software (malware), program code or programming instruction designed to cause <b>damage to your home systems</b> .
Costs and expense	For insured incidents A) Cyber Assistance and B) Cyber Crime: <ul style="list-style-type: none"><li>• All reasonable and necessary <b>costs and expenses</b> with <b>our</b> written permission for investigating, rectifying or resolving <b>your</b> claim.</li></ul> For insured incident C) Cyber Legal Defence: <ul style="list-style-type: none"><li>• All reasonable and necessary <b>costs and expenses</b> with <b>our</b> written permission for investigating, settling or defending a claim against <b>you</b>;</li><li>• The costs incurred by third parties as a result of a claim being brought against <b>you</b>, if <b>you</b> have been ordered to pay them, or <b>you</b> pay them with <b>our</b> written permission.</li></ul>
Cryptocurrencies	Any digital asset (such as Bitcoin) within a decentralised (operating independently from a central bank) payment network of accounts, balances and transactions that uses secure communication to prevent counterfeiting and fraudulent payments.
Cyber event	Malicious deletion, corruption, unauthorised access to, or theft of <b>data</b> ; or <b>damage</b> or disruption caused by <b>computer virus, hacking or denial of service attack</b> affecting <b>your home systems</b> .
Damage	Total or partial loss, damage, destruction, or corruption.
Data	Facts, concepts, information, ideas, text, recordings and images which are converted to a form which is processed by <b>your home systems</b> , but not including software and programs.
Denial of service attack	Malicious and unauthorised attack which prevents the use of or access to <b>your home systems</b> by disrupting their connection to the internet.
Hacking	Malicious or unauthorised access to any <b>home systems</b> by electronic means.
Home	<b>Your</b> main residence and a second, weekend and/or holiday residence used or lived in by <b>you</b> .

# SECTION NINE HOME CYBER

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## Home systems

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

## You, your

For insured incidents A) Cyber Assistance and B) Cyber Crime, the person who has taken out Section Nine - **Home** Cyber (the Policyholder) and any member of their family and household (including **domestic employees** and those in full time education) who permanently resides with them at the **home** and, where applicable, their personal representatives. This includes students temporarily living away from the **home**.

For insured incident C) Cyber Legal Defence, the person who has taken out Section Nine - **Home** Cyber (the Policyholder) and any member of their family who permanently resides with them at the **home**. This includes students temporarily living away from the **home**.

Anyone claiming under Section Nine - **Home** Cyber must have the policyholder's permission.

## What is covered

**We** agree to provide the insurance described in Section Nine - **Home** Cyber for **you** provided that:

- **the cyber event** or insured incident is discovered during the **period of insurance**;
- any claim first made against **you** by a third party occurs during the **period of insurance**;
- any legal proceedings, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which **we** agree to, within the **United Kingdom**.

## What we will pay

The most **we** will pay on **your** behalf in **costs and expenses** and compensation awards for all claims accepted under Section Nine - **Home** Cyber during the **period of insurance** is £100,000.

This is the total maximum limit in any one **period of insurance**, regardless of the number of claims.

However **we** will not pay the first £100 of each and every claim under insured incidents A) Cyber Assistance and B) Cyber Crime. **You** will be asked to pay this **excess** once **your** claim has been settled.

If more than one **excess** is applicable to **your** claim under Section Nine - **Home** Cyber, **you** will only be asked to pay one **excess**.

## Insured Incidents

### A) Cyber assistance

**We** will pay **costs and expenses** for the following arising as a result of a **cyber event**:

- a) **home systems** restoration  
investigating, reconfiguring and rectifying any **damage** to **your home systems**, and restoring **data**;
- b) **computer virus** removal  
locating and removing a **computer virus** from **your home systems**;
- c) professional assistance  
Hiring professional consultants to make recommendations on how to

# SECTION NINE HOME CYBER

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prevent **your home systems** from being infected by a **computer virus** or to prevent **hacking**.

We will not pay for a claim relating to the following:

- the cost to recreate **data** (including **cryptocurrencies**) if **you** cannot restore it from other sources;
- the value of **data** (including **cryptocurrencies**) to **you**, even if the **data** cannot be restored.

## B) Cyber crime

We will pay **costs and expenses** for the following:

a) fraud

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

1. money being taken from any account;
2. goods, services, property or financial benefit being transferred;
3. any credit arrangement being made provided **you** have not received any benefit in return.

b) **hacking**

payments to **your** telephone service provider that **you** become liable for as the result of hacking into **your home systems**.

c) **cyber ransom**

Responding to a ransom demand, if anyone has or threatens to:

1. disrupt **your home systems** by introducing a **computer virus**, or to initiate a **hacking** attack or **denial of service** attack against **you**;
2. release, publish, corrupt, delete or alter **your data** if this would cause **you** harm or damage **your** reputation provided **you** can demonstrate that **you** have reasonable grounds to believe the threat is not a hoax, and **you** have reported it to the police.

We will not pay for a claim relating to the following:

- the loss, destruction, modification or transfer of **cryptocurrencies**;  
Please note this only applies to B) Cyber Crime a) fraud.
- the payment of a ransom demand.  
Please note this only applies to B) Cyber Crime c) **Cyber Ransom**.

## C) Cyber legal defence

We will pay **costs and expenses** to defend **your** legal rights arising as a result of:

a) data privacy

**you** failing to:

- secure;
- prevent unauthorised access to; or

## SECTION NINE HOME CYBER

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- prevent publication of or use of **data in your home systems** (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  
**you** causing loss of reputation (including that of a product) or **you** breaching intellectual property rights as a result of **your** activities online.
- d) compensation awards  
in respect of a claim **we** have accepted under insured incident C) Cyber Legal Defence, **we** will pay an order for compensation provided that any sum of money in settlement of a dispute is awarded by a court under judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **us**.

**We** can, but do not have to, take control of investigating, settling or defending any claim made against **you** under insured incident C) Cyber Legal Defence. **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** written permission.

**We** will not pay for a claim relating to the following:

- court proceedings where the solicitor appointed for **you** believes **you** are more likely than not to lose **your** case;
- 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**.

### Section Conditions

The following conditions apply to Section Nine - **Home** Cyber only, in addition to the General Conditions on pages 22 and 23 of **your** insurance policy.



# SECTION NINE HOME CYBER

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## 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 Section Nine - **Home** Cyber, **you** must:

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

In addition **you** must also:

- immediately send **us** every letter, writ, summons or other document **you** receive in connection with the claim or circumstance, and record all information relating to a claim against **you** covered under insured incident C) Cyber Legal Defence;
- 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 Section Nine - **Home** Cyber;
- attempt to recover financial loss relating to **your** claim under insured incident B) 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.

## Enforcing your rights

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

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

## Disposing of home systems

**You** must make sure that **you** take precautions for disposing of and destroying **home systems** in order to protect **data**. If **your home system** is subject to a claim, **you** must not dispose of or destroy it unless instructed to do so by **us**.

## 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 Section Nine - **Home** Cyber.

## 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.

# SECTION NINE HOME CYBER

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## Arbitration

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

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

## Equivalent legislation

All Acts of Parliament mentioned in Section Nine - **Home** Cyber include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## What is not covered

The following exclusions apply to Section Nine - **Home** Cyber only, in addition to the General Exclusions on pages 24 and 25 of **your** insurance policy.

## Advance fee fraud

An advance fee fraud, fraud or scam where **you** provide an up-front payment based on the expectation of receiving in return a larger amount of money or something with a greater value.

## Business activities

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

## Circumstances before your policy started

Circumstances which existed before any cover provided by Section Nine - **Home** Cyber started, and which **you** knew about.

Claims or circumstances which **you** have already reported, or which **you** should have reported, to a previous insurer before the **period of insurance**.

## Confiscation

**Your** property being confiscated or damaged by, or under the order of, any government, public or police authority.

## Other insured parties

Any dispute or claim between **you** and anyone entitled to make a claim under Section Nine - **Home** Cyber.

## External network failure

Any loss caused by or resulting from the failure or interruption of any electrical power supply network or telecommunication network not owned and operated by **you**. This limitation shall not apply to losses 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.

# SECTION NINE HOME CYBER

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## Wilful acts

Any wilful act or omission by **you** (or on **your** behalf) deliberately intended to cause a claim under Section Nine - **Home** Cyber.

## Sanction limitation

**We** will not make any payment under Section Nine - **Home** Cyber if doing so would expose **us** to any sanction, prohibition or restriction under any United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom**, United States of America or any other jurisdiction whose laws **we** are legally obligated to comply with.

## Patents

Infringement of any patent.

## 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 losses resulting from the causes above which **we** would otherwise have paid under Section Nine - **Home** Cyber.

## Court awards and fines

Fines, penalties, or other damages that a court or other authority orders **you** to pay.

Compensation that a court or other authority orders **you** to pay, except under insured incident C) Cyber Legal Defence d) Compensation Awards.

## A dispute with DAS

A dispute with **us** (or any other insurer to this policy) not otherwise dealt with under the arbitration condition of Section Nine - **Home** Cyber.

## Motor vehicles

Any claim relating to motor vehicles, including hybrid and electric motor vehicles.

# COMPLAINTS

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## When we don't get it right

### For complaints regarding sections 1-6, underwritten by Munich Re Syndicate Ltd

While **we** strive to give **you** the best experience insurance can offer, **we** won't always get it right. If **you** are not satisfied with **our** services, **we** would like to hear from **you**. **Our** management team will take all reasonable steps to resolve the matter which has given rise to **your** dissatisfaction. Making a complaint does not affect any of **your** legal rights

Please don't hesitate to contact **us** at:

Concierge Service Desk: 0207 661 1180

Concierge Service email: [GJWPCComplaints@ie.sedgwick.com](mailto:GJWPCComplaints@ie.sedgwick.com)

**Post :** Complaints, Groves John Westrup Private Clients, St Helens, 1 Undershaft, London, EC3A 8EE

**You** may also make a complaint to the complaints team at Lloyd's in respect of sections 1-6

The contact details for Lloyd's are:

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

**Telephone:** +44 (0) 20 7327 5693

**Fax:** +44 (0) 20 7327 5225

**Email:** [complaints@lloyds.com](mailto:complaints@lloyds.com)

**Website:** [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

### For complaints regarding sections 7 to 9, underwritten by DAS Legal Expenses Insurance Company Ltd

**We** always aim to give **you** a high quality service. If **you** think **we** have let **you** down, **you** can contact **us** by:

**Post:** Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW.

**Telephone:** +44 (0) 344 893 9013

**Email:** [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

**Website:** Completing an online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

Further details of **DAS'** internal complaint-handling procedures are available on request.

### Lloyds complaints

If **you** wish to make a complaint, **you** can also do so at any time by referring the matter to **your broker** or the complaints team at Lloyd's. Making a complaint does not affect any of **your** legal rights. The contact details for **your broker** are shown on **your schedule**:

The contact details for Lloyd's are:

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

**Telephone:** +44 (0) 20 7327 5693

**Fax:** +44 (0) 20 7327 5225

# COMPLAINTS

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**Email:** [complaints@lloyds.com](mailto:complaints@lloyds.com)

**Website:** [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Financial Ombudsman Service

If **you** remain dissatisfied after the relevant party mentioned above (Groves John Westrup, Lloyd's, or DAS Legal Expenses) has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are:

**Post:** The Financial Ombudsman Service, Exchange Tower,  
London E14 9SR

**Telephone:** 0800 023 4567 (calls to this number are free from "fixed lines" in the UK); or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)

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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

If **you** have purchased **your** insurance policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>.

**IMPORTANT** - After 1 January 2021 the ODR platform will not be available to **you**.

# PROTECTING YOUR DATA

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## Protection of your personal data

### GrovesJohnWestrup Private Clients

Groves, John & Westrup Limited takes **your** data privacy very seriously. For details of how the personal information GJW collects from **you** is used in relation to **your** insurance policy and **your** rights, please view GJW's privacy policy at the web address shown below. If **you** do not have access to the internet please contact **your broker** and they will send **you** a printed copy.

[www.grovesjohnwestrup.com](http://www.grovesjohnwestrup.com)

### Munich Re Syndicate Limited

Munich Re Syndicate Limited (MRSL) is part of the MRSG Group of companies which takes **your** data privacy very seriously. For details of how the personal information MRSL collects from **you** is used and **your** rights, please view MRSL's privacy policy at the web address shown below. If **you** do not have access to the internet please contact **your broker** and they will send **you** a printed copy.

<https://www.munichre.com/syndicate457/en/privacy.html>

(The Information Notice is accessed by clicking on the link "Munich Re Syndicate Limited Information Notice", which is located on the right side of the above website page).

### DAS

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

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

