



POLICY WORDING - OCTOBER 2023

# EXECUTIVE PLUS

# CONTACT US

**NEED TO MAKE A CLAIM?**

**0330 130 4586**

**HOME EMERGENCY**

**0330 134 8162**

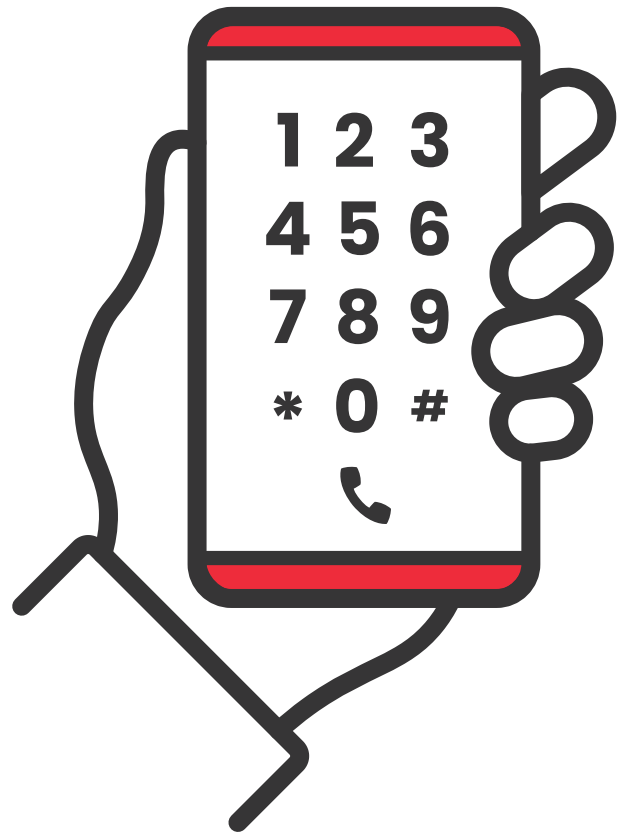
**LEGAL PROTECTION**

**0330 134 8193**

**CYBER ASSISTANCE**

**HELPLINE**

**0333 130 4617**



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Please check your schedule for full details of your cover.

# WELCOME

to Covéa Insurance

**Thank you for insuring your home with Covéa Insurance.**

**If you want to cancel your policy please refer to, 'How to cancel your policy', under the General Conditions on pages 76 and 77 of this policy booklet.**

We are delighted that you chose Covéa Insurance to insure your home, contents and valuables. We hope that you are happy with your cover and the service we provide.

Please make sure you read this policy booklet carefully to make certain you are aware of all the cover and benefits that this policy can offer, and to ensure that the policy is right for you.

As well as reading through this policy booklet, please ensure that you also check the following documents carefully:

- Your schedule
- Your statement of fact

These documents, and any endorsements we send you, form the contract between you and us. Endorsements are extra terms or added features that apply to your policy. You can find out if any of these apply by checking your schedule.

Check all the information you have provided us with is correct in your statement of fact. If any information is incorrect, please tell your insurance broker or advisor straight away as this could affect your insurance cover.

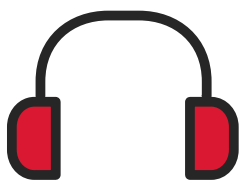
Check your cover. If the policy does not provide you with the insurance cover you want, please contact your insurance broker or advisor straight away.

Please ensure that you read the general conditions and general exceptions (what you are not covered for) of this booklet carefully as they contain important information which will apply to all sections of your policy.

**Should you need to make a claim against your policy please turn to page 6 of this booklet to find out how to contact us.**

# NOT SURE WHAT SOMETHING MEANS?

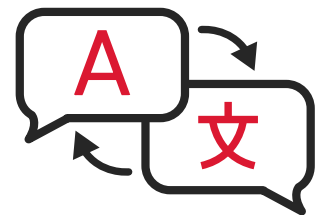
We're here to help. If there's something you don't understand, let us know. We have lots of ways to make sure you feel comfortable when communicating with us. Here are some, but not all, of the ways we can help..



**AUDIO**



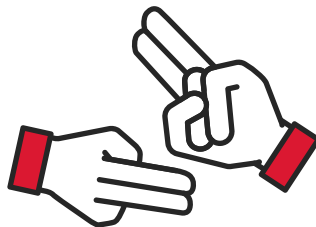
**LARGE TEXT**



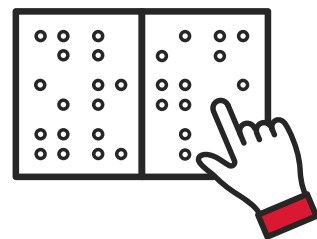
**TRANSLATION**



**COLOURED PAPER**



**SIGN LANGUAGE**



**BRAILLE**

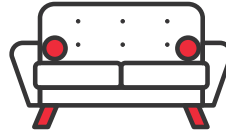
**Please, don't hesitate to get in touch with us if you need anything!**

# COVER AT A GLANCE



## HELPLINES

A range of free helpline services are available offering guidance and support when you need it



## CONTENTS, ART AND ANTIQUES

Worldwide, all risks cover for your home contents and fine art



## BUILDINGS

Comprehensive all risks cover for the buildings of your home and landscaped garden



## JEWELLERY & WATCHES

Comprehensive worldwide cover for your jewellery & watches including gifts and new purchases



## LIABILITY

Personal and property liability protection for you and your family



## FAMILY PROTECTION & ASSISTANCE

A suite of covers and services including lifestyle covers, Home Emergency, Legal Protection and Cyber Assistance Helpline



## ADDITIONAL POLICY FEATURES

### Did you know

Your Executive Plus Policy provides you with extra support in the event of a claim.

### Should the worst happen

You have the following benefits available to you:

- Up to £5,000 towards the cost of installing flood or leak detection and prevention systems (full terms and conditions on pages 24 and 37)
- Unlimited replacement for locks and keys if lost or stolen (full terms and conditions on pages 24 and 37)
- Up to £50,000 towards environmental home upgrades (full terms and conditions on page 35).

### Understanding your lifestyle

- Cover during building works on your property up to £150,000 including VAT (full terms and conditions on page 36). **It is important to remember that you will need to give us or your insurance advisor a call should you be planning any building works with a total value of over £150,000 including VAT**
- Cover available for your property portfolio including rental properties and UK holiday homes
- Valuation services available for your buildings, contents, art, antiques and jewellery
- Fine art covers
- Golfers cover including replacement clubs if abroad and £500 hole in one benefit.

# MAKING A CLAIM

## Before you get in touch it will help us if you have:

- your policy number
- details of how the incident occurred
- information regarding the damage

## What to do if the worst happens...

You may first wish to contact your insurance advisor or broker for advice or help with your claim, but you can of course contact us directly 24 hours a day, 365 days a year.

To make a claim, please contact:



### BY PHONE

**0333 130 4586**



### BY EMAIL

**[claimspost@coveainsurance.co.uk](mailto:claimspost@coveainsurance.co.uk)**



### WRITE TO US

**Covéa Insurance, Property Claims, A&B Mills, Dean Clough, Halifax, HX3 5AX**

For claims or helpline services under sections 5B, 5C and 5D please use the following contact details:

- Home Emergency: **0330 134 8162**
- Legal Protection: **0330 134 8193**
- Cyber Assistance Helpline: **0333 130 4617**

## Our commitment to you

No-one wants to make a claim, but it's our job to make it as easy and hassle-free as possible when you do. As part of our multi-award winning claims service, we make the following commitments to you:

- No claim forms to complete
- We will aim to respond to all queries within one working day
- Your own experienced and dedicated claims specialist who will personally manage your claim through to settlement
- Choice of your own contractor or supplier if acceptable to us, or allow us to assign our own specialists if you prefer
- We will aim to pay your claim within one working day of agreeing the settlement amount.

# MAKING A CLAIM

## Important

Please check the basis of claims settlement under each section. Please also check the claims conditions on page 74.

## Further Advice

- ✓ Take all reasonable precautions to prevent loss, injury or damage
- ✗ Do not pay, offer or agree any money or accept responsibility for loss, damage or liability without our written approval
- ✗ Do not throw away or attempt to repair any damaged items as they may be needed for inspection.

## Please note

The payment of a claim may affect your next renewal premium.

Your excess will apply to each separate incident. You'll only pay one excess for every incident. For example, should you need to claim under both the buildings and contents sections for the same incident, you will only pay one excess. If different excesses apply, you will only pay the higher amount.



# HOW TO MAKE A COMPLAINT

## What to do if things go wrong...

If you are not satisfied with the service we have provided, please let us know and we will try and help.

For full details of our complaints procedure, please contact us or download a copy from our website:  
[www.coveainsurance.co.uk/complaints](http://www.coveainsurance.co.uk/complaints)

You can contact us in the following ways:



### BY PHONE

01422 286 306



### BY EMAIL

[hnwcustomer.relations@coveainsurance.co.uk](mailto:hnwcustomer.relations@coveainsurance.co.uk)



### WRITE TO US

Covéa Insurance, Customer Relations, A&B Mills, Dean Clough, Halifax, HX3 5AX

If you have a complaint under the following covers or services you will find the details of how to make a complaint on the following pages:

- Home Emergency (page 58)
- Legal Protection (page 68)
- Cyber Assistance Helpline (page 69)

All calls may be recorded for training and monitoring purposes.

Alternatively, please contact your insurance broker or advisor.

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## Financial Ombudsman Service

You may be eligible to refer your complaint to the Financial Ombudsman Service.

For further details, they can be contacted as follows:



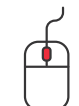
### BY PHONE

0800 023 4567 from a landline or 0300 123 9123 from a mobile



### BY EMAIL

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



### WEBSITE

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

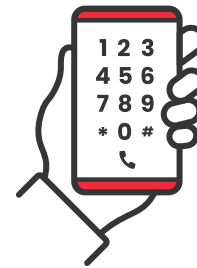


### WRITE TO

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Your legal rights are not affected by following the steps shown above.

# HELPLINES



You have access to a number of free helpline services, offering guidance, support and emergency help.

## Home Emergency

**0330 134 8162**

A 24 hour Helpline operated by Sedgwick International UK that provides a callout service for emergency repairs. Please see full details on pages 53-58.

## Legal Advice

**0330 134 8193**

A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you and your family with 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, the Channel Islands, Switzerland and Norway. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within operating hours.

## Tax Advice

**0330 134 8193**

A Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you and your family with confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisors 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within operating hours.

## Health & Medical Information Service

**0330 134 8193**

A Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you with information over the phone on general health issues and advice on a wide variety of medical matters. DAS can provide information on what health services are available in your area, including local NHS dentists. Health & 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 operating hours.

## Counselling Service

**0330 134 8165**

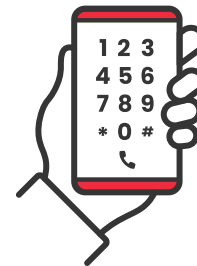
A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you and your family with a confidential counselling service over the phone if you are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. You will pay any costs for using the services to which DAS refer you.

## Cycling Injury

**0330 134 8193**

A 24 hour helpline operated by DAS Legal Expenses Insurance Company Limited. If you are injured in a road traffic accident which was not your fault whilst riding your pedal cycle, DAS will help you recover your losses from the person who caused the accident. Phone DAS as soon as possible after your accident to speak with one of DAS' dedicated customer claims handlers. For further details on what is covered, please refer to section 5C – Legal Protection, Insured Incident 4, Personal Injury on page 63.

# HELPLINES



## Cyber Assistance Helpline & Attack Resolution Service

**0333 130 4617**

A 24/7 helpline service operated by DAS Legal Expenses Insurance Company and CyberScout providing unlimited access to experienced fraud and cyber specialists who are on hand to answer questions, provide guidance and help to resolve cyber related issues. Please note that this service is not available on Christmas Day or Easter Sunday.

The helpline can offer assistance with situations such as:

- Extortion and reputational damage (social engineering or cyber bullying)
- Systems & data compromise
- Identity theft & fraud
- Financial fraud & loss
- Online retail fraud
- Ransomware
- Liability Exposure

The experts resolve around 98% of cases received.

Full details of how the Cyber Assistance Helpline can assist you can be found on page in Section 5D, page 72.

## DAS Householdlaw & Cyber Service

DAS Householdlaw & Cyber Service contains a range of regularly updated legal guides, document builders, interactive checklists and videos to help you with family, employment and consumer issues. It also has a range of educational guidance on how to protect against digital compromise including best practice, tip sheets and more, providing information on topics such as identity theft and other privacy related concerns.

Please visit: [www.dashouseholdlaw.co.uk](http://www.dashouseholdlaw.co.uk)

- enter the code provided within your policy documentation into the 'voucher code' text box and press Validate Voucher
- fill out your name and email address, and create a password
- validate your email address by pressing the link in the confirmation
- email that you receive

DAS cannot accept responsibility if the helpline services they provide are unavailable for reasons they cannot control.

Please note that calls may be monitored or recorded to ensure the accuracy of information and the quality of service.

# HELPFUL HINTS

## Leaving your home unoccupied (from weekends away to extended periods)

- **Firstly, it is important that you let your broker know if your home will be unoccupied for over 60 days. Some covers under your policy will not be in place if your home is empty for over 60 days**
- Turn off the water supply at the stopcock
- Leave your heating at a minimum 10 degrees centigrade during colder months
- Open your loft hatch(es) for warm air to circulate
- Check any leak detection/prevention devices are in full working order
- Keep you mirrors out of direct sunlight
- Turn off all electric devices at the socket before leaving, with the exception of items such as your fridge, freezer, central heating system and internet router
- Make sure that you have the helpline and how to make a claim contact numbers with you in case you need them
- Make sure your home is secure with all windows and doors locked with keys removed
- Make sure that your leak detection and prevention devices, intruder and fire alarms are active
- Keep internal lights on timers to give the impression of the property being occupied.

## Avoid being a victim of crime

Most household burglaries are committed by opportunist thieves. By taking some relatively simple steps you can decrease the chances of a break-in and make your home safer:

- Ensure that locks are installed on all windows and doors and that even if the property is occupied, ground floor windows and doors are locked with keys removed
- Secure outbuildings using a hasp and staple with a closed shackle padlock
- Consider installing an alarm at your home to increase security and ensure that the system is active overnight or when your home is unoccupied. Centrally monitored alarms will ensure that notifications are issued to you, your key holders and Security Company should your alarm be activated. Vibration sensors can be fitted wirelessly to doors and windows which can activate the alarm before entry is gained
- Replacing old alarm boxes and keeping fencing and gates in good order demonstrates that security at your home is taken seriously and may deter opportunistic thieves
- Gravel driveways, motion triggered security lighting and time switches for internal lights are additional deterrents
- Always keep your cash, keys, credit cards and portable, high risk items out of sight
- Lock bicycles securely to a permanent structure when away from your home
- Beware of bogus callers and don't allow anyone to enter your home without first confirming their identity.

# HELPFUL HINTS

## Dealing with burst pipes and leaks

Reduce the risk of burst pipes and leaks by:

- Leaving the heating at a minimum of 10°C
- Opening the loft hatches in your home so warm air can circulate to help prevent freezing in cold weather spells
- Insulating all pipes and water tanks including those outside of the heated areas of your home, such as attic and roof spaces
- Making sure you can locate your mains water supply and that you know how to turn it off
- Turning off the water supply to outside taps
- Having emergency contact details readily to hand.

## Storms & storm damage

The ABI (Association of British Insurers) define a storm as:

- Wind speeds with gusts of at least 48 knots (55mph, equivalent to Storm Force 10 on the Beaufort Scale); or
- Torrential rainfall at a rate of at least 25mm per hour; or
- Snow to a depth of at least one foot (30 cm) in 24 hours; or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

Storms can cause considerable damage to your home, but by taking a few simple steps when bad weather has been forecast you can reduce the extent of damage caused. The following are some examples of the things you can do to protect your home:

- Regularly check the condition of all roofs including garages, sheds and flat roofs for signs of wear and tear
- Keep gutters, gullies and drains clear to carry water away quickly and efficiently
- Clear away any loose items from your garden to ensure there is nothing that could be carried away by high winds during the storm and damage your home
- Move any portable outdoor furniture, or other unsecured items that could cause damage if blown around by high winds, to an outbuilding or secure them to a permanent fixed structure
- Ensure that all doors and windows are closed and securely fastened
- Be mindful of low hanging tree branches which could cause damage in high winds and check the trees within your garden and estate for any visible damage following a storm which may require maintenance.

**Please note that not all damage to your home caused by storm is covered under this policy such as damage to fences, hedges, or gates other than electrically operated gates.**

# HELPFUL HINTS

## Flood advice

- Be aware of Met Office / Environment Agency warnings
- If there is a risk of flooding, try to move as many possessions into upstairs rooms as possible
- If you have been flooded, don't enter your property until the mains electricity has been turned off and never use electrical appliances that may be wet
- Gas can get trapped in a building after a flood, so use a battery powered torch and never use open flames to light your way.

## Caring for your valuables

- Keep your jewellery and watches in a professionally installed safe when not being worn
- Take photographs of your valuables. Should the worst happen, having photographs could assist at claims stage to prove ownership and assist in recovery or replacement
- Ensure that your jewellery and watches are professionally valued by a National Association of Jewellers [www.naj.co.uk](http://www.naj.co.uk) registered valuer at least every 5 years and that you have adequate insurance cover in place. Valuations from other sources may not be reliable if the valuer does not hold the relevant qualifications or expertise
- Have your jewellery and watches checked regularly to ensure any clasps, settings and straps are maintained in good working order
- Protect your fine art against extreme or fluctuating heat and humidity by securely hanging out of direct sunlight and away from radiators or air conditioning outlets
- Avoid displaying your fine art and antiques directly under bathrooms or ensuites to protect against the risk of water damage from leaking pipes or fittings
- Always use professional removal companies when transporting your art and antiques.

## Fire Prevention and Safety

- Smoke detectors are important safety devices. Fit detectors in prominent places on each floor of your home including within proximity to bedrooms and check the batteries on a regular basis
- Ensure that you have a fire escape plan and share with all occupants of your home. Purchase escape ladders if suitable for your property
- Have the chimneys swept regularly and if you have open fires always use a fireguard
- Never leave hot fat or oil when cooking. If a pan does catch fire, cover it with a fire blanket or damp cloth – do not put water on it
- Gas appliances should be serviced regularly by a Gas Safe registered engineer
- Do not tape up worn electric cables as they can be dangerous and should always be repaired
- Be careful not to overload sockets. You should fit no more than one plug per socket; use an extension lead if you need to fit more
- Ensure that smoking materials are properly extinguished/discarded

# HELPFUL HINTS

## Fire Prevention and Safety (continued)

- Keep your mirrors out of direct sunlight to avoid reflections which could cause your soft furnishings to catch fire
- Never leave candles or oil burners unattended and ensure that they are extinguished before you go to bed
- Do not leave phones or other personal electrical devices charging overnight and ensure that charging cables are purchased via manufacturer approved stockists
- Empty fluff regularly from tumble dryers in line with manufacturer's instructions
- Only purchase electrical appliances which have a British or European Safety mark.

## Staying safe online

- Install anti-virus software on all devices and keep it up to date
- Ensure that your systems and software are kept up to date with the latest versions and software updates
- Back up your data on a regular basis. This will allow recovery should your data be lost or stolen
- Most web browsers offer the ability to block pop-up windows from appearing. Switching off pop ups can protect against harmful ones
- Always check both privacy settings and parental controls on all of your home and mobile devices
- Be vigilant and suspicious of unexpected email requesting personal information or bank details and never click on links or attachments unless you are sure that you trust the source
- Exercise caution when paying invoices received by email and check bank details to ensure that they are correct. Emails can be hacked and details can be changed without you knowing
- Banks or similar organisations will not ask for your PIN numbers or full passwords. If you are in any doubt, contact the organisation directly to check if a communication is genuine. Do not use telephone numbers or links contained within emails
- Don't use the same passwords for every account. Steer clear of personal or easily identifiable passwords such as dates of birth or family names and ensure that you are changing your passwords regularly
- To assist in maintaining the security of your email accounts, take care when responding to requests to verify your login credentials for email accounts. Some links can redirect you to a legitimate looking screen which will collect your username and password credentials.

# HELPFUL HINTS

## Legal Protection Insurance

- DAS provide unlimited access to a legal advice helpline where you can speak to a team of trained legal advisers at no additional cost
- Even if you don't know if your question or claim is covered by your policy - call DAS at any time to find out. In the unfortunate event that your issue is not covered, you can still make thorough usage of the legal advice helpline provided
- Remember to contact your legal expenses insurer before appointing a lawyer or taking any legal action
- Gather all your documentation together before making a claim e.g. contracts, correspondence and your policy schedule
- Please check section 5C for full details of your cover.



# DEFINITIONS

Here are the meanings of the key words and phrases **we** have used in this booklet. These words will have the same meaning wherever they appear in the booklet, unless stated otherwise. Section 5 Family Protection and Assistance has some additional key words with meanings that apply to that section only.

## Act of terrorism

An act or threatened act of persons acting alone or on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and:

- involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or a threat thereof and
- is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage-taking and
- is committed for political, religious, ideological, ethnic or other similar purposes.

## Art and antiques

Individual items, collections and sets that have artistic or historical value, are rare or unique and are used solely for domestic purposes, all belonging to **you** or **your family** or for which **you** or **your family** are legally responsible including

- antique and designer furniture
- paintings, drawings, etchings, maps, prints, photographs, books and manuscripts
- tapestries and rugs
- clocks and barometers
- statues and sculptures
- stamps, coins, medals, collectables and other fine art
- china, glassware and porcelain
- household gold, platinum, pewter and silverware including plated items
- guns.

## Bodily injury

Death, injury, illness, disease or shock (this definition does not apply to Section 5c).

## Building works

**Building works**, renovation, alteration, extension and/or refurbishment work that **you** have chosen to have carried out at **your home** or within the grounds of **your home** including unfixated site materials for use in connection with such works.

# DEFINITIONS

## Buildings

The **home** and its walls, fences, gates, hedges, permanent fixtures and fittings, alarm systems, driveways, paths, steps, terraces, patios, permanently installed swimming pools and hot tubs, ornamental ponds, fountains, swimming pool covers and accessories, hard tennis courts, solar panels and associated power-generating equipment, professionally fitted electric vehicle charging stations, wind turbines used for domestic purposes and service tanks all on the same site including the underground services, inspection hatches and covers all supplying **your home**.

## Business equipment

Office furniture and office equipment, supplies and stock, all owned by **you** or **your family** and used in connection with **your** business or employment.

## Contents

The following property that is solely used for domestic purposes and **business equipment**, all belonging to **you** or **your family** or for which **you** or **your family** are legally responsible and normally kept at **your home**

- household goods, furniture and furnishings and personal effects
- children's battery powered ride on vehicles, motorised or pedestrian controlled gardening equipment, pedal cycles (including electric assisted pedal cycles with a maximum speed of 15.5mph), electric scooters (e-scooters) with a maximum speed of 15.5mph, wheelchairs, electric wheelchairs, Class 1 or Class 2 mobility scooters and golf buggies
- quad bikes that do not require a Road Traffic Act Certificate of Insurance
- go-karts and off-road motorcycles with an engine size of 50cc or less
- **tenants' improvements**
- fixtures, fittings and interior decorations for which **you** or **your family** are legally responsible as occupier and not as owner
- aerials, satellite dishes and CCTV equipment
- trailers and non-motorised horse-boxes
- surfboards and hand or wind propelled watercraft (not exceeding 12 feet in length) and its associated equipment
- **art and antiques**
- **jewellery and watches** up to £15,000 in total (if a sum insured of £15,000 or greater is stated against **jewellery and watches** in **your schedule**, this amount does not apply in addition to that sum insured in the event of a claim)
- **outdoor items.**

## Damage

Physical loss, destruction or damage unless otherwise excluded.

## Domestic duties

Duties relating to **you**, **your family** or **your home** including but not limited to gardeners, cleaners, nannies or grooms. Domestic duties include general maintenance at **your home** but exclude renovations, extensions or demolition.

# DEFINITIONS

<b>Domestic employee</b>	Any person who carries out paid <b>domestic duties</b> for <b>you</b> within the <b>territorial limits</b> , other than in connection with <b>your</b> business.
<b>Drone</b>	A small unmanned aerial vehicle owned by <b>you</b> or <b>your family</b> used for recreational purposes.
<b>Endorsement</b>	Any changes in the terms, conditions and/or exclusions of <b>your</b> policy.
<b>Excess</b>	The first part of a claim, which <b>you</b> must pay. Different excesses may apply, please check <b>your schedule</b> for more information.
<b>Home</b>	The private dwelling, garages, domestic outbuildings and greenhouses at the risk address(es) shown in the <b>schedule</b> .
<b>Jewellery and watches</b>	<ul style="list-style-type: none"><li>• items that are worn or intended to be worn and made of gold, silver, platinum or other precious metals and/or set with precious or semi-precious stones</li><li>• watches</li></ul> all belonging to <b>you</b> or <b>your family</b> , or for which <b>you</b> or <b>your family</b> are legally responsible.
<b>Outdoor items</b>	Items designed to be left and used outdoors including garden furniture, children's play equipment, statues and ornaments.
<b>Period of insurance</b>	The length of time the insurance is in force as shown in <b>your schedule</b> .
<b>Personal money</b>	Cash, bank and currency notes, cheques, money and postal orders, bankers' drafts, current postage stamps, saving stamps and certificates, premium bonds, travellers' cheques, travel tickets, ski passes and gift vouchers with a fixed monetary value and pre-loadable currency cards all belonging to <b>you</b> or <b>your family</b> solely for private purposes.
<b>Schedule</b>	This forms part of the policy and contains details of the persons insured, the <b>period of insurance</b> , amounts insured for each section and any <b>endorsement</b> applying to the policy.
<b>Tenants' improvements</b>	Improvements, alterations and decorations which have been undertaken to <b>your home</b> either by <b>you</b> or a previous occupier, as tenant and for which <b>you</b> are legally responsible as occupier and not as owner of the <b>buildings</b> .
<b>Territorial limits</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Unoccupied</b>	When <b>your home</b> is <ul style="list-style-type: none"><li>• insufficiently furnished for normal living purposes for more than 60 consecutive days; or</li><li>• not lived in by <b>you</b> or <b>your family</b> or by any adult person with <b>your</b> permission for more than 60 consecutive days.</li></ul>

# DEFINITIONS

**We/us/our/Company**

Coved Insurance plc.

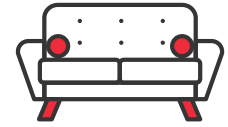
**You/your/insured**

The person or persons named in the **schedule** as the **insured**.

**Your family**

**Your** spouse, partner, children, foster children, parents and other relatives, permanently living with **you**.

# SECTION 1: CONTENTS, ART AND ANTIQUES



## What you are covered for

### 1. Contents, art and antiques

The **contents, art and antiques** are insured against loss or **damage** whilst at **your home** or anywhere in the world unless otherwise stated.

### 2. Additional Homes

**We** will pay for loss of or **damage** to

- **contents, art and antiques** at a private residence which **you** own or live in, and/or
- **art and antiques** at a business premises normally used by **you**

within the **territorial limits** and not listed in the **schedule** provided that such property is not otherwise insured and that **you** advise **us** within 90 days of first owning or occupying the additional residence and/or business premises, whichever occurs first. **You** must also pay **us** any additional premium that may be required. **We** reserve the right not to insure the **contents, art and antiques** at the additional residence or apply terms, at the point **we** are advised.

For the purposes of this Cover, the definition of **'home'** is deemed to include the private dwelling, garages and domestic outbuildings of any such additional residence.

The maximum **we** will pay is 25% of the sum insured for **contents, art and antiques** up to £100,000 in total.

### 3. Alternative accommodation and rent

If **your home** is made uninhabitable as a direct consequence of loss or **damage** to the **contents** by any cause insured by this section **we** will pay

- the cost of necessary and comparable alternative accommodation (subject to **our** prior approval) for **you, your** family, **your** domestic pets and horses
- the cost for the temporary storage of **your** furniture
- any rent which **you** may still have to pay
- any rent which ceases to be payable to **you** if **you** rent out all or part of **your home**.

### 4. Death of artist

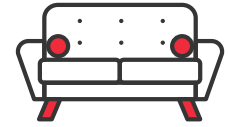
**We** will pay for the increased value of art where such increase is due to the death of the artist provided that the artist's death occurs within 6 months prior to the date of any loss or **damage**. The maximum amount **we** will pay for any one piece of art is up to 200% of its sum insured and up to £100,000 in total.

### 5. Defective title

If it is proven that an item of **art or antiques** insured under this section is not rightfully **yours** and **you** are legally obliged to return it to its rightful owner, **we** will pay

- the purchase price of the item or, if less, the sum insured shown for the item in the **schedule**
- any charge placed on the item prior to **your** purchase of which **you** were unaware and are legally liable to pay.

# SECTION 1: CONTENTS, ART AND ANTIQUES



## 5. Defective title (continued)

Provided that:

- the item was purchased by **you** during the period that **we** have continuously insured **your art and antiques**
- **you** advise **us** about the claim during the **period of insurance**
- **you** can show **us** that **you** made reasonable enquiries about the provenance of the item prior to **your** purchase
- the item was not inherited by **you** or given to **you** as a gift

The maximum amount **we** will pay is £100,000 during any one **period of insurance**.

## 6. Dependent parents or grandparents' possessions

**We** will pay for loss or **damage** to **contents** belonging to **your** dependent parents or grandparents and their partners or spouses who are residing in a nursing or residential care **home**.

## 7. Event cover

**We** will pay up to £50,000 for loss or **damage** to marquees and associated equipment owned by **you** or which **you** have temporarily hired and are legally responsible for, providing that it is not insured elsewhere.

**We** will pay up to £50,000 per **period of insurance** for unrecoverable expenses which **you** have already paid or are legally liable to pay following the unavoidable cancellation of a wedding due to take place at **your home** for **you** or **your** family as a result of a sudden or accidental event beyond **your** control.

In the event of a claim, **you** must prove to **us** that **you** have paid or legally have to pay and are unable to recover the expenses of the event at **your home**.

## 8. Forced evacuation

If **you** or **your** family are prevented from accessing **your home** by a local authority following loss or **damage** having occurred to a neighbouring property that would have been covered had it been insured under the terms and conditions of this policy, **we** will pay up to £10,000 for essential replacement **contents** purchased by **you** or **your family**.

## 9. Gifts

**We** will pay for loss or **damage** to **contents, art and antiques** purchased as gifts one month before and after special events.

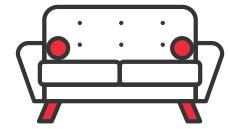
Special events could be weddings or civil partnerships, birthdays, anniversaries, birth of a child or religious festivals.

## 10. Golfers' cover

**We** will cover **you** for the following additional expenses incurred whilst playing golf at a golf club

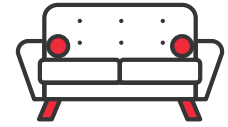
- In the event of a hole in one being achieved by **you** in an official golf competition, **we** will pay £500. The scorecard must be authenticated by the club secretary and submitted to **us** in the event of a claim
- **We** will pay up to £50 per day (subject to a maximum of £500) for the necessary hire of replacement golf clubs following loss or **damage** to **your** clubs, or any that **you** may have hired or borrowed, whilst **you** are playing golf outside of the **territorial limits**. An invoice for the cost of the hire must be submitted to **us** in the event of a claim.

# SECTION 1: CONTENTS, ART AND ANTIQUES



11. **Guests and domestic employees' personal property**
- We** will pay for loss of or **damage** to **contents** in **your home** belonging to guests or **domestic employees** provided such **contents** are not otherwise insured. The maximum amount **we** will pay for any one item is £5,000.
12. **Household removal**
- We** will pay for loss or **damage** to **contents, art and antiques** occurring during the course of a household removal within the **territorial limits** provided that
- it is undertaken by a professional removal contractor
  - any claim for loss or **damage** caused by theft or attempted theft involves force and violence to gain entry to or exit from the removal vehicle.
13. **Memorial stones**
- We** will pay for loss or **damage** to a memorial stone or plaque in memory of **your** parent, spouse, partner or child located within the **territorial limits** up to £5,000.
14. **Metered water or domestic heating fuel**
- We** will pay the cost of additional metered water charges or the cost of domestic heating fuel lost from the fixed domestic water or heating installation at **your home**, provided that **your home** is not **unoccupied**.
15. **New purchases**
- We** will pay for loss of or **damage** to **contents, art and antiques** that are newly purchased provided **you** inform **us** within 60 days of the purchase and pay any additional premium required. The maximum amount **we** will pay is 25% of the total sum insured under this section.
16. **Outdoor items**
- We** will pay for loss of or **damage** to **outdoor items** whilst in the garden of **your home**.
17. **Personal money**
- We** will pay up to £10,000 for loss, **damage** or theft of to **personal money** occurring anywhere in the world, provided that
- the loss or theft is reported to the Police within 24 hours of discovery
  - it is not held for business or professional purposes
  - it is not held in storage
  - the loss or theft is not as a result of:
    - theft from an unattended vehicle
    - depreciation or confiscations, loss of value or shortages due to **your** error or omission.

# SECTION 1: CONTENTS, ART AND ANTIQUES



## 18. Preventative measures

**We** will pay up to £5,000, including survey costs, towards the cost of installing at **your home**, either

- (a) a water leak detection and prevention system following a claim under this policy for loss or **damage** caused by the escape of water from the mains domestic water or heating installation, or
- (b) a flood prevention system following a claim under this policy for loss or **damage** caused by flood or by flooding resulting from storm

provided that

- the cost of **your** claim after deduction of any applicable **excess** is over £20,000 (before including this benefit)
- **you** did not have such a device installed at **your home** prior to the loss
- this has **our** prior approval, which **we** will agree and decide during the claims settlement process.

**We** will not pay under this cover if **we** agree to pay for 'Preventative measures' under Section 3 of this policy as a result of the same incident.

## 19. Reinstatement of documents

**We** will pay the cost of replacing lost or damaged deeds, bonds, securities or similar private documents.

## 20. Reinstatement of gardens:

**We** will pay for the cost of re-landscaping **your** garden, artificial lawn or grass tennis court and costs incurred to remove and dispose of debris, resulting from loss or **damage** caused by

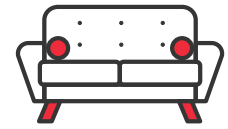
- fire, lightning, explosion, theft, attempted theft, riot, civil commotion, malicious acts or vandalism
- the emergency services
- impact by vehicles, aircraft, falling trees, telegraph poles, lamp posts, pylons or any parts of those mentioned.

**We** will not pay for:

- loss or **damage** if **you** are not the tenant or – leaseholder
- loss or **damage** to any communal garden areas
- the reinstatement of any fields, meadows, pastures, paddocks or woodland or for the removal or replacement of any fallen trees in those areas
- costs relating to any undamaged part of the garden, artificial lawn or tennis court
- more than £2,500 for the removal and/or replacement of any one tree, plant or shrub
- more than £5,000 per incident for the removal of debris of fallen trees



# SECTION 1: CONTENTS, ART AND ANTIQUES



## 20. Reinstatement of gardens: (continued)

- more than 10% of the sum insured on **contents** during any one **period of insurance**
- any loss or **damage** under this cover if **we** agree to pay for 'Reinstatement of gardens' under section 3 - Buildings of this policy as a result of the same incident.

## 21. Removal of damaged contents

Following loss or **damage** to the **contents** covered by this section **we** will, subject to **our** prior approval, pay for costs that are necessarily incurred in removing the debris of any damaged **contents**.

## 22. Replacement locks and keys

If the keys to **your home** are accidentally lost or stolen **we** will pay for the cost of purchasing and installing any external door and window locks, key operated alarm switches, safe locks, gate or garage door security mechanism and the replacement of any such keys.

For the purposes of this Cover a 'key' will include key fobs and other remote controlled devices used for security purposes.

## 23. Reward

**We** will pay up to £10,000 to anyone (other than **you**, **your family** or the Police) for information which leads to the arrest and subsequent conviction of any person(s) who commits an illegal act which results in a valid claim under this policy.

## 24. Stabling Costs

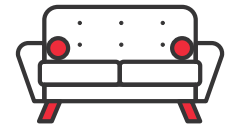
**We** will pay up to £5,000 towards the cost of comparative alternative stabling if any stables away from **your home** where **your** horse(s) is/are kept are unable to accommodate **your** horse(s) following loss or **damage** by any cause insured by **your** policy, provided that the stables are within the **territorial limits**.

## 25. Student's course and residential fees

**We** will pay up to £35,000 for any unrecoverable course fees, exam fees and/or term time residential fees for any student member of **your family** which **you** have already paid or are legally liable to pay following enforced cancellation or early withdrawal of the student member of **your family** from their course as a result of their death or becoming incapacitated due to a sudden and unforeseen accident or long-term illness.

**We** will also pay for additional costs incurred should the student member of **your family** have to undergo a further year of study if they were prevented from taking their exams as a result of them becoming incapacitated due to a sudden and unforeseen accident or long-term illness.

# SECTION 1: CONTENTS, ART AND ANTIQUES



## 26. Unfinished Commissions

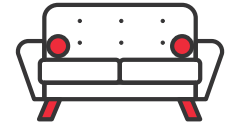
**We** will pay up to £100,000 for non-recoverable deposits which **you** have paid for any commissioned works of art which cannot be completed due to the death of the commissioned artists within the **period of insurance** provided that

- **you** commissioned and paid any deposits for the works of art during the period that **we** have continuously insured **your art and antiques**
- **you** advise **us** about the claim during the **period of insurance**.

### What you are not covered for

1. The amount of the **excess(es)** stated in the **schedule**
2. Loss or **damage** caused by
  - theft or attempted theft
    - by deception unless the loss is reported to the police within 24 hours of discovery and **you** are not entitled to reimbursement from any other party such as **your** bank or building society
    - where property is obtained by any person using any form of payment or means which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason
    - of ride on motorised garden and agricultural equipment, quad bikes, go-karts or off-road motorcycles between the hours of 21:00 and 06:00 unless from a locked building
    - of trailers and non-motorised horse-boxes unless secured with an anti-theft device when left unattended
    - of NFT's (Non-fungible tokens)
  - river or coastal erosion
  - faulty workmanship, defective design or use of defective materials
  - wet or dry rot, damp, rising damp, fungus, insects, vermin, pests, atmospheric or climatic conditions
  - storm, flood or frost to **contents** left temporarily or permanently in the open other than **outdoor items**, aerials, satellite dishes or marquees and associated equipment
  - electrical or mechanical breakdown other than where this involves deterioration of food in **your** freezer(s).
3. Loss of or **damage** to
  - motor vehicles, motorcycles, caravans, aircraft and watercraft (other than as defined under **contents**) and their respective accessories other than portable satellite navigation systems and associated leads for professionally fitted electric vehicle charging stations

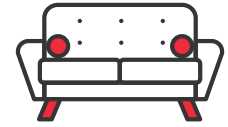
# SECTION 1: CONTENTS, ART AND ANTIQUES



## What you are not covered for (continued)

- electric scooters
    - whilst being used in a manner that does not comply with current English law
    - whilst left unsecured when unattended and away from **your home**
  - **drones** and pedestrian controlled aircraft
    - exceeding 2kg in weight
    - whilst being raced
    - whilst being used for any commercial purpose
    - where the user or owner has not complied with the legal requirements and guidelines provided by the UK Government and the Civil Aviation Authority
  - radios and other audio and telephone equipment installed in or on any motor vehicle unless specified
  - quad bikes, go-karts or off-road motorcycles
    - whilst being driven by anyone under the age of 17
    - whilst being used outside of the boundaries of **your home**
    - whilst being used for any purpose other than gardening and estate management, incidental farming and horse or pet care
    - if left unattended either temporarily or permanently in the open
  - watercraft (as defined under **contents**)
    - whilst being used for racing, speed testing or in any slalom event or in white water
    - protective covers or sails that are split by the wind
    - if not stored ashore when not being used
  - sports equipment while taking part in professional sport
  - wine resulting from
    - mysterious disappearance, evaporation or gradual leakage
    - the failure of any temperature controlling device
    - climatic conditions, cork fly or inherent vice
    - conversion, misappropriation or failure to keep proper records by any supplier.
4. Loss of or **damage to contents**, other than **art and antiques**, caused by or during the process of repairing, restoring, renovating, treating, professional cleaning and/or washing, dyeing, installation, adjustment or dismantling.

# SECTION 1: CONTENTS, ART AND ANTIQUES



## What you are not covered for (continued)

5. Loss or **damage** occurring whilst in storage
  - unless removed to a commercial storage facility
  - unless any theft or attempted theft involves force and violence to gain entry or exit
  - if the period of storage is greater than 60 days (unless **you** have agreed this with **us** and paid any additional premium required).

6. Loss or **damage** from any unattended motor vehicle unless
  - all windows are closed; and
  - all doors and other openings are securely locked shut.

Any **contents** insured by this section must also be hidden from view either in

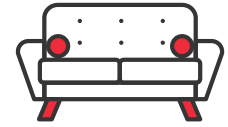
- the boot
- a closed glove compartment
- a roof box; or
- elsewhere inside the vehicle where they cannot be seen from the outside.

This is not needed for pedal cycles, electrically assisted pedal cycles, wheelchairs, electric wheelchairs and mobility scooters.

Where items (e.g. pedal cycles or skis) are secured to an external carrier they must be attached to the vehicle and locked. The external carrier must also be secured to the vehicle.

7. Loss or **damage** when **your home** is **unoccupied**, caused by
  - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance unless, prior to **your home** being **unoccupied**
    - **you** had set the central heating system to operate continually at a minimum temperature of 10 degrees centigrade during the months from November to March inclusive or **you** had shut off and drained fixed water and heating installations; or
    - **you** had informed **us** and **we** agreed an alternative arrangement with **you** beforehand.
8. Loss or **damage** when **your home** is insufficiently furnished for normal living purposes for more than 30 consecutive days, caused by
  - theft or attempted theft
  - malicious acts or vandalism.
9. Loss or **damage**, when **your home** or any part is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit.
10. Any subsequent loss of profits or turnover resulting from any cause following loss of or **damage** to **business equipment**.

# SECTION 1: CONTENTS, ART AND ANTIQUES



## Inflation protection

The sums insured stated in the **schedule** for this section are index linked and will be adjusted each month in line with a suitable index chosen by **us**. At each renewal, the premium will be calculated on the adjusted sums insured.

## Basis of claims settlement

The total sums insured on **contents, art and antiques** must represent the full market value or the cost of replacement, whichever is the greater.

Provided the total sums insured are adequate, **we** will at **our** option:

- Pay the cost of repairing; or
- Pay the cost of replacing as new; or
- Replace as new; or
- Make a cash payment.

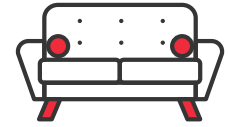
**We** may make a deduction for wear, tear or betterment if the total sum insured is not sufficient at the time of loss or **damage**. An example of betterment would be the replacement of a damaged item with one of a higher value, quality or specification.

## Excess

The **excess** shown in **your schedule** will apply to every claim unless:

- the claim is made under under the following covers where no **excess** applies
  - 3 Alternative accommodation & rent
  - 5 Defective title
  - 9 Gifts
  - 10 Golfers' cover
  - 11 Guests and domestic employees' personal property
  - 13 Memorial stones
  - 17 Personal money
  - 18 Preventative measures
  - 21 Removal of damaged contents
  - 22 Replacement locks and keys
  - 23 Reward
  - 24 Stabling costs
  - 25 Student's course and residential fees
  - 26 Unfinished Commissions
- the claim is for an item of specified art or antiques where no **excess** applies
- the claim is for loss or **damage** to frozen and/or refrigerated food
- **we** have added an **excess** by **endorsement** to **your schedule**.

# SECTION 1: CONTENTS, ART AND ANTIQUES



## Excess waiver

In the event of a loss greater than £15,000, no **excess** will apply unless:

- **you** have chosen to increase the **excess** above the standard policy **excess** of £500. In this case, only the standard policy **excess** will be waived
- **we** have added an **excess** by **endorsement** shown in **your schedule**
- the claim is for loss or **damage** caused by subsidence, heave or landslip
- the claim is for escape of water from a fixed water or heating installation
- **your home** is **unoccupied** at the time of loss.

## Specified items

If an item specified under this section is totally destroyed or irrecoverably lost or is declared a constructive total loss by **us**, **we** will replace the item, or pay up to the sum insured stated against the item in the **schedule**.

For an item of **art and antiques** **we** will, at the time of the loss or **damage**, require that **you** provide **us** with proof of ownership and a valuation by a recognised valuer which is no more than five years old, unless **we** have already seen and accepted a valuation at the commencement of cover.

If **you** are unable to provide **us** with a valuation as specified above **we** will base **our** settlement on the current market value of the item or the cost of replacement, whichever is the lesser, at the time of the loss or **damage**.

**You** will not receive a refund for the proportionate part of the premium paid for the item and **you** will have to pay an additional premium to include cover under this policy for any replacement item.

## Extended replacement

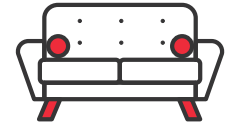
**We** will pay up to 150% of the **contents, art and antiques** sum insured if, at the point of loss or **damage** the cost to repair or replace **your contents, art and antiques** has increased beyond the sums insured stated in the **schedule**, provided that

- a valuation of **your contents, art and antiques** has been carried out before the loss or **damage** by a recognised valuer, or
- **you** can provide **us** with a valuation by a recognised valuer which is no more than five years old
- the valuation is based on replacing **your contents, art and antiques** as new, unless **we** have agreed otherwise; and
- the sums insured have been maintained by **you** since the date of the valuation to represent the full replacement cost, including any revaluations and annual adjustments for inflation and additions.

## Partial loss or damage

In the event of partial loss or **damage** to an item of **art and antiques**, **we** will pay the cost and expense of restoration together with any reduction in value.

# SECTION 1: CONTENTS, ART AND ANTIQUES



## Matching items

Following **damage, we** will pay the market value or current cost as new to replace any undamaged item(s) or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design. The **damage** must occur within a clearly identifiable area or to a specific part where replacements cannot be matched. At our request **you** must surrender any undamaged matching item(s) and or parts to **us**.

## Stamp, coin, or banknote collections

In the event of loss or **damage** to a stamp, coin or banknote collection insured by this policy, **our** claim settlement will be based upon the value(s) stated in a current recognised collector's catalogue (e.g. Stanley Gibbons, Spinks or World Paper Money respectively) or the current market value, whichever is the less. The onus of proving value shall be upon **you**.

### We will not pay for:

- loss or **damage** caused by the process of mounting, dismounting or other work on stamps or banknotes
- loss or **damage** to any stamp, first day or other stamp cover, coin or banknote that is not contained in an album, stockbook or similar collector's portfolio, case or cabinet
- more than £1,000 for any one stamp, first day or other stamp cover, coin or coin set, banknote or banknote set unless more specific details have been lodged with **us**.

## The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule** for this section plus index linked increases less the amount of any applicable **excess**, unless extended replacement cover applies. **We** will also pay additional costs incurred under
  - Cover 3 - Alternative accommodation and rent
  - Cover 21 - Removal of damaged **contents**
- any single article, pair, set or collection of **art and antiques** is £50,000
- any quad bike, go-kart or off-road motorcycle is £10,000
- any trailer or non-motorised horse-box is £5,000
- any watercraft as defined under **contents** is £7,500
- supplies and stock used in connection with **your** business or employment is £25,000
- any specified item is the respective sum insured shown in the **schedule**.

# SECTION 2: JEWELLERY AND WATCHES



## What you are covered for

### 1. Jewellery and watches

**Your jewellery and watches** are insured against loss or **damage** whilst at **your home** or anywhere in the world unless otherwise stated.

### 2. Defective title

**We** will pay **you** the purchase price of an item insured under this section or if less, the sum insured shown in the **schedule** for a specified item, if it is subsequently proven that the item is not rightfully yours and **you** are legally obliged to return it to its rightful owner.

**We** will not pay for claims under this Cover

- unless the item was purchased by **you** during the **period of insurance**
- unless **you** advise **us** about the claim during the **period of insurance**
- unless **you** can show **us** that **you** made reasonable enquiries about the provenance of the item prior to **your** purchase
- if the item was inherited by **you** or given to **you** as a gift
- The maximum amount **we** will pay is 10% of the total sum insured under this section or £35,000, whichever is the less.

### 3. Gifts

**We** will pay for loss or **damage** to items of **jewellery and watches** purchased as gifts one month before and after special events.

Special events could be weddings or civil partnerships, birthdays, anniversaries, birth of a child or religious festivals.

### 4. New purchases

**We** will pay for loss of or **damage** to items of **jewellery and watches** that are newly purchased provided **you** inform **us** within 60 days of the purchase and pay any additional premium required. The maximum amount **we** will pay is 25% of the total sum insured under this section.

## What you are not covered for

1. The amount of the **excess(es)** stated in the **schedule**.
2. Loss or **damage** caused by
  - theft or attempted theft by deception unless the loss is reported to the police within 24 hours of discovery and **you** are not entitled to reimbursement from any other party such as **your** bank or building society
  - theft or attempted theft where property is obtained by any person using any form of payment or means which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason
  - faulty workmanship, defective design or use of defective materials
  - wet or dry rot, damp, rising damp, fungus, insects, vermin, pests, atmospheric or climatic conditions



# SECTION 2: JEWELLERY AND WATCHES



## What you are not covered for (continued)

- electrical or mechanical breakdown.
- 3. Loss of or **damage** to
  - **jewellery and watches** whilst in storage
  - **jewellery and watches** that are held or used for business or professional purposes.
- 4. Loss of or **damage** caused by or during the process of repairing, restoring, renovating, treating, professional cleaning and/or washing, dyeing, installation, adjustment or dismantling.
- 5. Loss or **damage** to **jewellery and watches** from any unattended motor vehicle unless all windows are closed, all doors and other openings are securely locked shut and any property insured by this section is hidden from view either in the boot, closed glove compartment or elsewhere inside the vehicle where it cannot be seen from the outside.
- 6. Loss or **damage** when **your home** is **unoccupied**, (not lived in by **you** or **your family** or by any adult person with **your** permission for more than 60 consecutive days) caused by
  - theft or attempted theft unless all locks, bolts and other security devices are in full and effective operation and keys are removed from locks
  - malicious acts or vandalism unless agreed by **us**
  - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance unless, prior to **your home** being **unoccupied**
  - **you** had set the central heating system to operate continually at a minimum temperature of 10 degrees centigrade during the months from November to March inclusive or **you** had shut off and drained fixed water and heating installations, or
  - **you** had informed **us** and **we** agreed an alternative arrangement with **you** beforehand.
- 7. Loss or **damage**, when **your home** or any part is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit.

## Inflation Protection

The sums insured stated in the **schedule** for this section are index linked and will be adjusted each month in line with a suitable index chosen by **us**. At each renewal, the premium will be calculated on the adjusted sums insured.

## Basis of claims settlement

The total sum insured on **jewellery and watches** must represent the full market value or the cost of replacement, whichever is the greater.

Provided the total sum insured is adequate, **we** will at **our** option either pay the cost of repairing or replacing as new or **we** will replace as new. Alternatively, **we** may agree to a settlement in cash.

# SECTION 2: JEWELLERY AND WATCHES



## Excess

**We** will remove the amount of any applicable **excess** shown in the schedule.

## Specified Items

If an item specified under this section is totally destroyed or irrecoverably lost or declared a constructive total loss by **us**, **we** will replace the item, or pay up to the sum insured stated against the item in the schedule.

**We** will at the time of the loss or **damage**, require that **you** provide **us** with proof of ownership and a valuation by a National Association of Jewellers registered valuer which is no more than five years old, unless **we** have already seen and accepted a valuation at the commencement of cover.

If **you** are unable to provide **us** with a valuation as specified above **we** will base **our** settlement on the current market value of the item or the cost of replacement, whichever is the lesser, at the time of the loss or **damage**.

**You** will not receive a refund for the proportionate part of the premium paid for the item and **you** will have to pay an additional premium to include cover under this policy for any replacement item.

## Extended replacement

**We** will pay up to 150% of the **jewellery and watches** sum insured if, at the point of loss or **damage** the cost to repair or replace **your jewellery and watches** has increased beyond the sums insured stated in the **schedule**, provided that

- **you** can provide **us** with a valuation before the loss or **damage** by National Association of Jewellers registered valuer which is no more than five years old,
- the valuation is based on replacing **your contents, art and antiques** and **jewellery and watches** as new, unless **we** have agreed otherwise; and
- the sums insured have been maintained by **you** since the date of the valuation to represent the full replacement cost, including any re-valuations and annual adjustments for inflation and additions.

## Partial loss or damage

In the event of partial loss or **damage**, **we** will pay the cost and expense of restoration together with any reduction in value.

## Matching items

Following **damage**, **we** will pay the market value or current cost as new to replace any undamaged item(s) or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design. The **damage** must occur within a clearly identifiable area or to a specific part where replacements cannot be matched. At **our** request **you** must surrender any undamaged matching item(s) and or parts to **us**.

# SECTION 2: JEWELLERY AND WATCHES



## The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule** for this section plus index linked increases less the amount of any applicable **excess**, unless extended replacement cover applies
- any single article, pair, set or collection of **jewellery and watches** is £35,000
- loss or **damage** from any unattended motor vehicle is £35,000
- any specified item is the respective sum insured shown in the **schedule**.

# SECTION 3: BUILDINGS



## What you are covered for

- Buildings**

The **buildings** are insured against loss or **damage**.
- Alternative accommodation and loss of rent**

If **your home** is made uninhabitable as a direct result of loss or **damage** to the **buildings** covered by this section **we** will pay

  - the cost of necessary and comparable alternative accommodation (subject to **our** prior approval) for **you, your** family, **your** domestic pets and horses
  - any rent which ceases to be payable to **you**, if **you** rent out all or part of **your home**.
- Architects' and surveyors' fees and other costs**

Following loss or **damage** to the **buildings** covered by this section **we** will, subject to **our** prior approval, pay necessarily incurred

  - architects', surveyors', legal and other fees
  - removal of debris costs
  - additional costs involved in complying with statutory regulations or local authority requirements, other than when loss or **damage** occurs after a notice to comply has been served on **you**.
- Environmental home upgrade**

**We** will pay up to £50,000, subject to **our** prior approval, towards the cost of installing a solar, wind or other environmental **home** upgrades following a valid claim under this policy for loss or **damage** to the **buildings**, as part of the repairs to the electrical, heating or water system, provided that

  - the cost of **your** claim after deduction of any applicable **excess** is over £20,000 (before including this benefit)
  - you** did not have such a device installed at **your home** before the loss.

If **we** agree to pay under both this Cover and the 'Preventative measures' Cover within Section 1 or Section 3 as a result of the same incident, the maximum amount **we** will pay towards all upgrade measures will be £50,000.
- Environmental home additional costs**

If, following a valid claim under this policy for loss or **damage** to any solar, wind or geothermal electrical power-generating system, **you** have to purchase **your** electrical power from a power utility company **we** will, subject to **our** prior approval, pay up to £5,000 for additional costs incurred for up to 12 months, including loss of income from any **excess** power generated, based upon proof of such income up to 12 months prior to the date of the loss.
- Fixtures and fittings temporarily removed**

**We** will pay for loss of or **damage** to fixtures and fittings, that would normally form part of the **buildings**, whilst temporarily removed from **your home** to another building within the **territorial limits** for a period of no more than 60 consecutive days.

# SECTION 3: BUILDINGS



## 7. Forced evacuation

If a local authority prohibits you from living in your home following loss or damage having occurred to a neighbouring property that would have been covered had it been insured under this policy, we will, subject to our prior approval, pay the cost of necessary and comparable alternative accommodation for you, your family, your domestic pets and horses and any rent which ceases to be payable to you, up to a maximum period of 12 months.

## 8. Mortgagees' interest

Any act or neglect by **you** or the occupier of **your home**, which increases the possibility of loss or **damage** shall not prejudice the insured interest of the mortgagee provided that

- such act or neglect is entirely without the authority or knowledge of the mortgagee
- as soon as the mortgagee becomes aware of any such act or neglect, written information is forwarded to **us** and any additional premium required is paid.

## 9. New fixtures and building works

**We** will pay up to £150,000 including VAT for loss of or **damage** to new fixtures, fittings and/or **building works** owned by **you** or for which **you** are responsible.

### **We** will not pay for any loss or **damage**

- where the cost of all **building works** is in **excess** of £150,000 including VAT unless this has been agreed with **us** and cover extended as shown in **your schedule** and any additional premium paid, prior to any works commencing
- caused by storm or frost to unfixed site materials left in the open
- to **building works** that are more specifically insured elsewhere
- to unfixed materials, fixtures or fittings kept outside the boundaries of **your home**, whilst awaiting installation or construction.

## 10. Preventative measures

**We** will pay up to £5,000, including survey costs, towards the cost of installing at **your home**, either

- (a) a water leak detection and prevention system following a claim under this policy for loss or **damage** caused by the escape of water from the mains domestic water or heating installation; or
- (b) a flood prevention system following a claim under this policy for loss or **damage** caused by flood or by flooding resulting from storm provided that
  - the cost of **your** claim after deduction of any applicable **excess** is over £20,000 (before including this benefit)
  - **you** did not have such a device installed at **your home** prior to the loss
  - this has **our** prior approval, which **we** will agree and decide during the claims settlement process.

# SECTION 3: BUILDINGS



## 10. Preventative measures

(continued)

**We** will not pay under this Cover if **we** agree to pay for 'Preventative measures' under Section 1 of this policy as a result of the same incident.

## 11. Reinstatement of gardens

**We** will pay for the cost of re-landscaping **your** garden, artificial lawn or grass tennis court including costs incurred to remove and dispose of debris, resulting from loss or **damage** caused by

- fire, lightning, explosion, theft, attempted theft, riot, civil commotion, malicious acts or vandalism
- the emergency services
- impact by vehicles and aircraft, falling trees, telegraph poles, lamp posts, pylons or any parts of those mentioned.

**We** will not pay for:

- the reinstatement of any fields, meadows, pastures, paddocks or woodland or for the removal or replacement of any fallen trees in those areas
- costs relating to any undamaged part of the garden, artificial lawn or tennis court
- more than £2,500 for the removal and/or replacement of any one tree, plant or shrub
- more than 10% of the sum insured on **buildings** during any one **period of insurance**
- more than £5,000 per incident for the removal of debris of fallen trees.

## 12. Replacement locks and keys

If the keys to **your home** are accidentally lost or stolen **we** will pay for the cost of purchasing and installing any external door and window locks, key operated alarm switches, safe locks, gate or garage door security mechanism and the replacement of any such keys. For the purposes of this Cover a 'key' will include key fobs and other remote controlled devices used for security purposes.

**We** will not pay under this Cover if **we** agree to pay for 'Replacement locks and keys' under Section 1 of this policy, as a result of the same incident.

# SECTION 3: BUILDINGS



## 13. Sale cover

If you're selling **your home** and the buyer doesn't have their own insurance, the buyer will be covered under the Buildings section. They'll be covered between exchange of contracts and completion date. In Scotland, the buyer will be covered between the written offer and acceptance. The buyer will only be covered under the Buildings section if they complete the purchase.

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

- caused while **your home** is **unoccupied**
- which happens more than 90 days before the completion date.

## 14. Trespass and debris removal

**We** will pay up to £50,000 in any one **period of insurance** for the costs of removing rubbish, litter or debris left by unlawful trespassing or fly tipping at **your home** to an officially authorised and licensed waste site.

## 15. Trace and access

**We** will pay the cost of finding the source of the escape of water, oil or gas from any fixed domestic water or heating installation or storage tank, and the subsequent repair to walls, floors or ceilings, driveways, paths, patios or gardens, provided that this is incurred with **our** consent.

### What you are not covered for

1. The amount of the **excess(es)** stated in the **schedule**.
2. Loss of or **damage** to
  - piers, wharfs, docks, jetties or moorings
  - aerials, satellite dishes and CCTV equipment
  - **outdoor items**.
3. Loss or **damage** caused by
  - the freezing of water within permanently installed swimming pools, hot tubs, ornamental ponds, fountains, or their respective associated plant, machinery and equipment
  - storm or flood to fences, hedges or gates other than electrically operated gates
  - the process of cutting down all or part of **your** trees
  - subsidence or heave (of the site on which **your home** stands) or landslip due to
    - river or coastal erosion
    - bedding down of new **buildings** or settlement of newly made up ground
    - movement of solid floor slabs unless the foundations beneath the external walls of **your home** are damaged at the same time and by the same cause
    - demolition, structural repairs or structural alterations to the **buildings**
    - inadequate foundations which do not meet building regulations current at the time of construction

# SECTION 3: BUILDINGS



## What you are not covered for (continued)

- subsidence or heave (of the site on which **your home** stands) or landslip to walls, fences, gates, hedges, service tanks, driveways, paths, steps, terraces, patios, ornamental ponds, fountains, permanently installed swimming pools and hot tubs, hard tennis courts and wind turbines unless the main building of **your home** is damaged at the same time and by the same cause
  - frost, settlement or shrinkage
  - faulty workmanship, defective design or use of defective materials
  - rusting, corrosion, wet or dry rot, damp, rising damp, fungus, insects, vermin, pests, atmospheric or climatic conditions
  - electrical or mechanical breakdown.
4. Loss or **damage** when **your home** is **unoccupied**, caused by
- the freezing of water within any fixed water or heating installation
  - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance unless, prior to **your home** being **unoccupied**
    - **you** had set the central heating system to operate continually at a minimum temperature of 10 degrees centigrade during the months from November to March inclusive or **you** had shut off and drained fixed water and heating installations; or
    - **you** had informed **us** and **we** agreed an alternative arrangement with **you** beforehand.
5. Loss or **damage** when **your home** is insufficiently furnished for normal living purposes, caused by
- theft or attempted theft
  - malicious acts or vandalism
  - the freezing of water within any fixed water or heating installation.
6. Loss or **damage**, when **your home** or any part is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit.
7. Loss or **damage** caused by or during the process of demolition, dismantling, repair, restoration, renovation, cleaning, treatment or structural repair or alteration, other than where provision is made under the New fixtures and **building works** Cover.
8. Loss or **damage** for which compensation is provided by legislation.
9. The cost of maintenance and normal redecoration.
10. Loss or **damage** to underground services
- for which **you** are not legally liable
  - caused by gradual deterioration or wear and tear.



# SECTION 3: BUILDINGS



## Inflation Protection

The sums insured shown in the **schedule** for this section are index linked and will be adjusted each month in line with a suitable index chosen by **us**. At each renewal, the premium will be calculated on the adjusted sums insured.

## Basis of claims settlement

The sum insured on **buildings** must represent the full replacement value of the **buildings** including the additional expenditure listed under Cover 3 – Architects’ and surveyors’ fees and other costs.

**We** will at **our** option either:

- Repair or replace the damaged **buildings** or any damaged part of the **buildings**; or
- Pay **you** a cash sum equal to the cost of the necessary repair or replacement work; or
- pay **you** a cash amount that **you** and **we** both agree is fair towards an alternative solution.

**We** may make a deduction for betterment if:

- the sum(s) insured on **buildings** at the time of the loss or **damage** is less than the cost of rebuilding; or
- the **buildings** have not been maintained in good repair or decorative order.

If **we** pay **you** a cash settlement and **you** do not then have the repair or replacement of the damaged **buildings** or any damaged part of the **buildings** carried out, **we** reserve the right to decline cover or to change the premium and terms of this policy.

## Extended replacement

**We** will if necessary, pay more than the sum(s) insured on **buildings** provided that:

- **your home** is not Grade I listed or Scottish Category A
- **we** have completed an appraisal, or approved an independent valuation on the **buildings**, which is no more than five years old
- the sum(s) insured have been maintained by **you** since the date of any such approved valuation or appraisal to represent the full rebuilding cost, including any adjustments suggested by **us**, re-valuations and the annual adjustments for inflation
- **you** advise **us** of any completed additions, alterations or renovations to **your home** to reduce the possibility of being underinsured
- **you** reinstate, replace or repair the **buildings** at the same location
- **your** mortgagee or its assignees have not recalled **your** mortgage leaving **you** unable to reinstate, replace or repair the **buildings**
- **you** commence reinstatement, replacement or repair to the damaged **buildings** within 180 days from the date of a partial loss.

# SECTION 3: BUILDINGS



## Extended replacement (continued)

When **you** advise **us** of any planned additions, alterations or renovations to **your home**, this extension of cover shall be suspended from the commencement of such **building works** until **you** notify **us** when the **building works** have been completed and provide **us** with amended sum(s) insured.

## Excess

The **excess** shown in **your schedule** will apply to every claim unless:

- the claim is made under the following covers where no **excess** applies
  - 2 Alternative accommodation and loss of rent
  - 3 Architects' and surveyors' fees and other costs
  - 4 Environmental home upgrade
  - 5 Environmental home additional costs
  - 7 Forced evacuation
  - 8 Mortgagees' interest
  - 10 Preventative measures
  - 12 Replacement locks and keys
  - 13 sale cover
- **we** have added an **excess** by **endorsement** to **your schedule**.

## Excess Waiver

In the event of a loss greater than £15,000, no **excess** will apply unless:

- **you** have chosen to increase the **excess** above the standard policy **excess** of £500. In this case, only the standard policy **excess** will be waived
- **we** have imposed an **excess** by **endorsement** to **your schedule**
- the claim is for loss or **damage** caused by subsidence, heave or landslip
- the claim is for escape of water from a fixed water or heating installation
- **your home** is **unoccupied** at the time of loss.

## Matching items

**We** will not pay for the cost of replacing any undamaged item(s) or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched other than fitted kitchens and bathroom suites.

## The maximum amount payable

The maximum amount **we** will pay for any one claim is the sum insured shown in the **schedule** for this section plus index linked increases less the amount of any applicable **excess**, unless the extended replacement cover applies. **We** will also pay costs incurred under Cover 2 - Alternative accommodation and loss of rent.

# SECTION 4: LIABILITY



## What you are covered for

### 1. Occupiers', personal and employers' liability

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** and, **your domestic employees** who permanently live in **your home**, for all amounts which **you** or they are legally liable to pay for accidental

- **bodily injury** to any person
- loss of or accidental **damage** to material property
- obstruction, trespass or nuisance resulting in interference with or loss of enjoyment of material property

arising as a result of

- **your** occupation, not ownership, of the **buildings** or land belonging to the **home** or **your** allotment
- **your** owning and renting out of a private residence at a risk address shown in **your schedule**
- **your** duties as a Neighbourhood Home Watch coordinator
- the employment of any **domestic employee** occurring within the **territorial limits** and in the rest of the world during a temporary visit not exceeding 90 consecutive days
- any other act or omission of a personal nature committed within the **territorial limits** and in the rest of the world during a temporary visit not exceeding 90 consecutive days.

### 2. Property owners' liability

Provided that **your buildings** are insured under Section 3 of this policy, **we** will cover **you** or **your family** for all amounts that **you** or **your** family become legally liable to pay in respect of accidental

- **bodily injury** to any person other than **you, your family** or any **domestic employee**
- loss of or accidental **damage** to material property

arising

- from **your** ownership of the **buildings** or land belonging to **your home**
- in respect of any **buildings** previously owned by **you** and occupied by **you** for residential purposes and incurred by reason of Section 3 of the Defective Premises Act 1972 provided that
  - no other policy covers the liability
  - **you** had sold the **buildings** before the incident giving rise to the liability occurred. If **you** cancel this policy following the sale of **your home** the cover provided by the Defective Premises Act 1972 will continue for 7 years from the cancellation date provided no other policy covers the liability.

# SECTION 4: LIABILITY



## 3. Country pursuits

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

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

arising from any part time country pursuits including farming activities, horticultural operations, hunting, shooting, fishing and the provision of stabling and livery which is all incidental at **your home** provided that

- the hours worked by an employee does not exceed 1,500 hours per year
- the total gross annual revenue generated from the raising or caring of animals does not exceed £25,000
- the total gross annual revenue generated from horticultural operations does not exceed £10,000

and **you** are not entitled to indemnity under any other insurance.

## 4. Organised events

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

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

arising from the hiring out or the opening of **your home**, its garden and/or land provided that this is for an organised registered charity, religious or community group.

## 5. Additional and acquired land

Provided that **your buildings** are insured under Section 3 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

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

arising from **your** ownership of any additional land (provided that **you** have told **us** about it) or from any land that **you** may acquire, within the **territorial limits** and occurring during the **period of insurance** provided that

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

# SECTION 4: LIABILITY



## 6. Quad bikes, go-karts and off-road motorcycles

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

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

arising from the ownership, possession or use of quad bikes, go-karts or off-road motorcycles other than

- when a quad bike with an engine size of more than 50cc is being driven by anyone under the age of 17 years
- any go-kart or off-road motorcycle that has an engine size of more than 50cc
- when used in circumstances for which a Road Traffic Act Certificate of Insurance is required
- incidents that occur outside the boundaries of **your home**
- whilst used for, or for the practise or preparation for, motor sport or competition.

## 7. Golfers Cover

**We** will cover **you** or **your family** for all property **damage** caused by **you** or **your family** to property owned by others, incurred whilst playing golf at a golf club, irrespective of legal liability, up to a maximum of £1,000,000 in any one **period of insurance**.

## 8. Hand or wind propelled watercraft

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

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

arising from the ownership, possession or use of surfboards or hand or wind propelled watercraft not exceeding 12 feet in length other than whilst being used

- for racing or speed testing
- in any slalom event or in white water.

## 9. Tenants' liability

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** become legally liable to pay as tenant for the cost of making good **damage** to

- the **buildings**
- the **building** of any residence occupied by a student member of **your family** temporarily residing away from **your home** attending school, university or college
- the building of a residence temporarily occupied by **you** or **your family** as a result of any cause covered by Section 3 - **Buildings** of this policy had it been insured on **your** policy, up to £2,000,000.

# SECTION 4: LIABILITY



## 9. Tenants' liability

(continued)

**We** will not pay for:

- the cost of maintenance and normal redecoration
- liability arising for **damage** to a building that is **unoccupied**.

## 10. Unrecovered damages

Provided that **your contents** are insured under Section 1 of this policy, **we** will pay for all sums which **you** or any member of **your family** have been awarded by a court within the **territorial limits** and which have not been paid within 3 months of the date of the award provided that

- Cover 1 of this section – Occupiers', personal and employers' liability would have insured **you** or the member of **your family** had the award been made against **you** or the member of **your family** rather than to **you** or the member of **your family**
- the incident giving rise to the award occurred within the **territorial limits** and during the **period of insurance**
- there is no appeal pending
- if any payment is made under the term of this Cover **you** or the member of **your family** who has been awarded sums by a court shall assign such award to **us**
- the amount payable does not exceed £10,000,000.

### What you are not covered for

1. Any liability for
  - **bodily injury** to **you** or **your family**
  - loss of or **damage** to property owned or occupied by or in the custody or control of **you** or **your family** other than **damage** to property for which **you** or **your family** are legally liable as tenant.
2. Liability arising from
  - any incident occurring outside the **period of insurance** (other than the cover provided under the Defective Premises Act)
  - **bodily injury** (other than to a **domestic employee**) or loss of or **damage** to property arising from the ownership, possession or use of
    - lifts unless used solely for domestic purposes and inspected and maintained in accordance with the manufacturers recommended service intervals
    - mechanically or electrically propelled vehicles other than
      - motorised or pedestrian controlled gardening equipment used within the boundaries of the **home**

# SECTION 4: LIABILITY



## What you are not covered for

(continued)

- power assisted pedal cycles, electric wheelchairs and Class 1 or Class 2 mobility scooters
- pedestrian controlled models or toys
- motorised golf buggies or electric golf trolleys used within the boundaries of **your home** or on a golf course
- quad bikes, go-karts or off-road motorcycles as provided by Cover 6 of this section
- trailers or horse-boxes whilst being towed
- watercraft other than as provided by Cover 8 of this section
- hang-gliders, hovercraft or aircraft
- electric scooters
  - whilst being used in a manner that does not comply with current English law
- **drones** and pedestrian controlled aircraft
  - exceeding 2kg in weight
  - whilst being raced
  - whilst being used for any commercial purpose
  - where the user or owner has not complied with the legal requirements and guidelines provided by the UK Government and the Civil Aviation Authority where the user has not adhered to the guidance outlined within the Drone Code
- animals other than domestic pets, horses or incidental farming livestock as provided by Cover 3 of this section
- commercial riding schools and establishments
- horses whilst being used for racing, steeplechasing or playing polo
- dogs specified under the Dangerous Dogs Act 1991 or any amending legislation
- shotguns or firearms other than when used for sporting activities or pest control
- the passing on of any infectious disease or virus
- any trade, business, profession or employment of **you** or **your family** other than if directly arising from
  - the use of the **home** as an office for non-manual work.
  - country pursuits as provided by Cover 3 of this section
  - voluntary work for an organised registered charity, religious or community group

# SECTION 4: LIABILITY



## What you are not covered for

(continued)

- **your** owning and renting out of a private residence at a risk address shown in **your schedule**
  - incidental business activities such as gardening or babysitting and other similar activities provided that the total gross annual revenue generated from these activities does not exceed £2,000
  - the accommodation of no more than 6 paying guests at any one time and the provision of food or drink to such guests
  - any treatment, wrongful specification or professional advice or service given by **you, your family** or an employee where rendered to a third party for a fee
  - any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you or your family**
  - any agreement unless liability would have existed without the agreement
  - any **act of terrorism** other than for accidental **bodily injury** to a **domestic employee**.
3. The cost of remedying any fault or alleged fault.
4. Any liability caused by or arising from
- Obstruction, trespass or nuisance resulting in interference with or loss of enjoyment of material property caused by or arising from a **cyber event** or any action taken in controlling, preventing, suppressing or in any way relating to a **cyber event**
  - loss of use, change or loss in value, reduction in functionality, repair, replacement, restoration or reproduction of **data**.

For the purpose of this exclusion, a cyber event and data means the following:

Cyber event:

- malicious deletion, corruption, unauthorised access to, or theft of data
- damage or disruption caused by computer virus, hacking or denial of service attack; affecting **your** home systems (for example any personal computer or electronic device that connects to the internet).

Data:

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



# SECTION 4: LIABILITY



## Basis of claims settlement

In the event of **your** death or the death of any member of **your family we** will reimburse **your**, or their, personal legal representatives in respect of any legal liability incurred and insured under this section provided that such personal legal representatives shall observe, fulfil and be subject to the terms, limitations and conditions of the policy so far as they can apply.

Where there is more than one person named as the **insured** in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount(s) payable hereunder.

**We** may at any time pay to **you** the maximum amount(s) payable, less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

## The maximum amount payable

The amount payable will not exceed

- £5,000,000 for accidental **bodily injury** to any **domestic employee** which arises out of and in the course of his or her employment and which is directly or indirectly caused by, results from or is in connection with
  - (a) any **act of terrorism**, or
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**
- £10,000,000 in respect of all other claims arising from one cause plus any other legal costs and expenses which **you** or **your family** have to pay provided they are incurred with **our** written consent.

# SECTION 5: FAMILY PROTECTION & ASSISTANCE

For your safety and protection we have provided the following covers for you



## Lifestyle Protection

- Fatal injury or acquired disability
- Trauma cover
- Counselling fees
- Stalking
- Kidnap and ransom
- Carjacking
- Air rage and/or road rage



## Home Emergency

**Our Home Emergency** cover is designed to offer protection against sudden and unforeseen incidences (such as the breakdown of **primary home heating system** or burst pipes) or emergency access to **home** security experts.

**Our** 24 hour helpline provides peace of mind should the worst happen.



## Legal Protection

Legal Expenses Insurance provides **you** and **your family** with a range of legal help and support within areas such as employment and contract disputes and property and tax protection.



## Cyber Assistance Helpline

The Cyber Assistance Helpline provides unlimited access to experienced fraud and cyber specialists, offering help and guidance on a wide range of situations including:

- Identity theft & fraud
- System & data compromise
- Financial fraud & loss
- Ransomware & extortion

The service is on hand to help you protect **you** and **your family** against the risks which **you** may encounter online and to help **you** put things right should anything go wrong.

**We** hope that **you** never have to use any of these services but if **you** do, **you** can rest assured that **we** have **your** interests at heart and **we** will ensure that, whatever the incident, **we** will do **our** utmost to assist **you** through **your** traumatic experience.

# SECTION 5A: LIFESTYLE PROTECTION



## What you are covered for

### 1. Fatal injury or acquired disability

In the event of injury to **you** or to any member of **your family** caused by fire in **your home** or assault by thieves in **your home** or whilst away from **your home** but within the **territorial limits**, **we** will pay

- £100,000 if such injury results in the death of **you** or **your** spouse or partner within 3 months of the incident
- £5,000 if such injury results in the death of any member of **your family** within 3 months of the incident
- up to £30,000 for necessary alterations to **your home** if such injury results in a permanent physical disability.

The maximum **we** will pay for any one incident is £100,000

### 2. Trauma cover

In the event of a violent crime being committed against **you** or any member of **your family** in **your home** or in a residence occupied by a student member of **your family** whilst attending school, university or college and subject to **our** prior approval, **we** will pay up to

- £1,000 towards the cost of necessary temporary accommodation for a period of no more than 7 days immediately following the incident
- £15,000 (subject to **our** prior approval) to either carry out necessary improvements to the security at **your home**, or for necessary conveyancing, removal and estate agency fees if, within 90 days of the incident, **you** feel compelled to move house and had not already planned to do so. This benefit will cease to be payable after 12 months from the date of the incident.

### 3. Counselling Fees

In the event of a violent crime being committed against **you** or a member of **your family** within the **territorial limits**, or in the event of trauma to **you** or a member of **your family** caused solely and directly from a cyber bullying occurrence, **we** will pay up to £15,000 for professional private counselling fees, in any one **period of insurance**.

- **You** must have a valid Executive Plus Insurance Policy in place at the time of the claim
- Cover under this section will cease to be payable after 12 months from the date of the incident.

### 4. Stalking

Subject to **our** prior approval, **we** will pay for the following costs that **you** or **your family** incur as a result of, or the threat of, stalking, physical injury, harassment or **damage** to **your home** caused by a third party who is subject to an injunction or order of a court of competent jurisdiction, up to a maximum of £20,000 in any one **period of insurance**:

- up to £15,000 to carry out agreed improvements to the security at **your home**
- up to £5,000 for necessary temporary accommodation
- up to £5,000 towards the cost of using professional security guards or seeking professional security consultants.

# SECTION 5A: LIFESTYLE PROTECTION



## 4. Stalking (continued)

**We** will not pay for:

- any claim for an incident which occurs outside the **territorial limits**
- any incident which began or had the injunction or Court Order issued prior to the commencement of this policy
- any incident which involves a counter claim by the third party for stalking, physical **damage**, harassment or property **damage** caused by **you** or a member of **your family**.

## 5. Kidnap and ransom

Subject to **our** prior approval, **we** will pay up to £100,000 in total for any one occurrence for the following costs that **you** or a member of **your family** incur as a result of being kidnapped and held against **your** or their will in exchange for a demand for a ransom payment for **your** or their release

- the necessary cost of using professional services such as a negotiator, a public relations consultant or a forensic analyst
- the cost of using professional security guards or seeking advice from professional security consultants
- costs for necessary temporary accommodation, travel, meals, advertising, telephone and other means of communication
- associated medical and psychiatric expenses incurred by the kidnapped person for a period of 12 months from the date of release
- associated legal fees and expenses
- lost earnings of **you** or a member of **your family** up to a maximum of £5,000.

**We** will not pay for:

- any claim made which occurs in any country where the Foreign and Commonwealth Office has advised against travel
- costs incurred due to any kidnap and ransom caused by **you** or **your family** or by a member of **your family** who no longer resides with **you**.

# SECTION 5A: LIFESTYLE PROTECTION



## 6. Carjacking

Subject to **our** prior approval, **we** will pay for costs necessarily incurred as a result of **you** or a member of **your family** being the victim of a carjacking incident, up to

- up to £15,000 for associated medical and psychiatric expenses incurred for a period of 12 months from the date of the incident
- up to £5,000 for any one occurrence for necessary temporary accommodation, travel and meals
- up to £5,000 for lost earnings of **you** or a member of **your family**

and no more than £20,000 in any one **period of insurance**.

**We** will not pay for:

any claim made which occurs in a country where the Foreign and Commonwealth Office has advised against travel.

## 7. Air rage and/or road rage

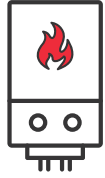
Subject to **our** prior approval, **we** will pay for the following costs necessarily incurred as a result of **you** or a member of **your family** being the victim of an air rage or road rage incident

- up to £5,000 for associated medical and psychiatric expenses incurred for a period of 12 months from the date of the incident and no more than £10,000 in any one **period of insurance**.

**We** will not pay for:

any claim made which occurs in a country where the Foreign and Commonwealth Office has advertised against travel.

# SECTION 5B: HOME EMERGENCY



24 HOUR HELPLINE: 0330 134 8162

## What is a Home Emergency

**Home Emergency** cover is designed to help **you** deal with sudden and unexpected events at **your home** such as:

- the breakdown of **your** boiler, leaving you with no heating or hot water
- a burst pipe in **your home** which may cause further **damage** to **your home** and **contents**
- a sudden event which has made **your home** unsafe or insecure, such as broken doors and windows, or problems with **vermin** which could cause a health risk to **you** or **your family**
- **damage** to pipework in **your home** which leaves **you** without gas, water or electricity.

**We** can organise a **contractor** for emergency repairs or provide additional support and cover for a wide range of **home emergencies**.

## What is not a Home Emergency

The **Home Emergency** section will not provide cover for the following:

- normal day-to-day home maintenance which **you** should carry out at **your home**
- replacement of items which tend to gradually wear out over a period of time. Examples of these include replacement of a blown fuse or the replacement of tap and cistern washers. This can also include the replacement of white goods such as fridges, ovens or small electrical items
- sudden **damage** to bathroom sanitary units or suites if there is a further working bathroom in **your home**.

## What do I need to do if I have a Home Emergency?

Please call our 24 hour helpline number for assistance **0330 134 8162**.

**In the event of a home emergency please call the helpline rather than contact contractors directly.**

Sedgwick International UK administer our **home emergency** service and 24 hour helpline. The **Home Emergency** team will check that the problem is covered and falls within the definition of '**home emergency**' given below. They will then arrange for an approved **contractor** to come to **your** assistance as quickly as possible. The **contractor** will charge the cost of any **work** covered directly to **us**.

Please do not make **your** own arrangements for a **contractor** to attend **your home** in the event of a **home emergency** without **our** prior consent, as **you** will not be entitled to claim back any costs.

Major emergencies which could result in **damage** to property or **bodily injury** should be immediately notified to the emergency services and any appropriate supply company. Gas leaks should be immediately notified to the National Gas 24 hour Emergency Service on **0800 111 999**.

After any emergency **work** has been carried out **you** may need to contact **our** Home Claims team on **0333 130 4586** to discuss any damage to **your home**. Please refer to the Making a Claim section for further information.

# SECTION 5B: HOME EMERGENCY



## Definitions applying to this section

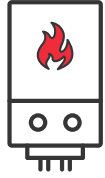
Wherever the following words or expressions appear in this section they have the meaning given to them below. If there is a conflict between a definition stated below and a definition elsewhere in this policy, the definition stated below will apply to this section.

<b>Contractor</b>	a qualified person approved and instructed by the helpline to undertake emergency <b>work</b> .
<b>Home emergency</b>	a sudden and unforeseen situation which if not dealt with quickly would: <ul style="list-style-type: none"><li>• render <b>your home</b> unsafe or insecure</li><li>• <b>damage</b> or cause further <b>damage</b> to <b>your home</b></li><li>• cause risk to <b>you</b> or <b>your family</b>.</li></ul>
<b>Primary heating system</b>	The principle central heating and hot water systems at <b>your home</b> , excluding <ul style="list-style-type: none"><li>• any form of solar or warm air heating systems</li><li>• ground or air source heat pump systems.</li></ul>
<b>Work</b>	all efforts made by the <b>contractor</b> to rectify, limit or prevent <b>damage</b> in respect of the <b>home emergency</b> covered under this policy.
<b>Vermin</b>	brown or black rats, house or field mice, squirrels, wasps' or hornets' nests.
<b>What you are covered for</b>	<b>Covers 1 – 6</b> <b>We</b> will pay up to a maximum of <b>£2,000</b> including VAT (unless otherwise stated), towards the total cost of contractors call out charges, labour costs, parts and materials to: <ul style="list-style-type: none"><li>• carry out a temporary repair (or carry out a permanent repair if it can be completed at a similar cost)</li><li>• carry out emergency repairs to stop <b>damage</b>, or prevent further <b>damage</b> from happening at <b>your home</b></li><li>• gain access to <b>your home</b> and make it safe and secure.</li></ul>
<b>1. Heating and cooking</b>	<b>We</b> will pay for emergency repairs following the complete failure or breakdown of the <b>primary heating system</b> or permanently installed cooking system.

### **We** will not pay for:

- lighting of boilers or the correct operation or routine adjustment of time or temperature controls
- boilers over 15 years old or those beyond economic repair (the cost of repairing the appliance is more than the cost of replacing it)
- boilers with an output of over 60kw (kilowatt) per hour or 250,000 BTU (British thermal unit).

# SECTION 5B: HOME EMERGENCY



## 2. Roof damage

**We** will pay for emergency repairs for sudden and unexpected roofing problems at **your home**, such as leaks or tiles blown off during a storm or bad weather.

Emergency assistance may involve a temporary repair such as fitting a tarpaulin to prevent water entering **your home** and to limit **damage** to **your home** or its **contents**.

Please note that **you** may have to arrange and pay for home maintenance work in order to complete a permanent repair. If the loss or **damage** is covered under **your** home insurance, such as storm **damage**, you may be able to make a claim for the costs of a permanent repair.

**We** will not pay for:

- where there is no immediate risk of internal **damage** to **your home** or its **contents** such as where only dampness is present
- where the approved repairer is not able to identify where water is entering **your home** and there is no visible **damage** to the roof
- **damage** to thatched, glass, tarpaulin and felt roofs
- poor maintenance or wear and tear to **your** roof.

## 3. Home electricity and gas supply

**Any suspected gas leaks should be reported immediately to the National Gas Emergency Service on 0800 111 999.**

Emergency repairs following the failure of **your home** electricity or gas supply. **We** will cover the cost of finding and fixing the internal domestic gas supply pipe between the meter and the gas appliance.

**We** will not pay for:

- the cost of any loss or **damage** caused by deliberate interruption, disconnection, or changes to **your** mains supply by **your** utility company.

## 4. Plumbing and drainage

**We** will pay for emergency repairs following failure of, or **damage** to, **your home's** plumbing or drainage system, which is causing or is likely to cause flooding or internal water **damage**.

**We** will not pay for:

- failure or **damage** to pipes, drains or soakaways owned by **your** water supplier, sewerage company or local council
- the cost of any loss or **damage** caused by deliberate interruption, disconnection, or changes of **your** mains supply by **your** utility company.



# SECTION 5B: HOME EMERGENCY



## 5. Vermin

**We** will pay for emergency assistance if **vermin** are found inside **your home**, causing **damage** or putting **you** and **your** family's health at risk.

**We** will not pay for:

- **work** in respect of **vermin** outside the confines of the private dwelling, other than outbuildings used for residential dwelling purposes or for **your** trade, business or profession.

## 6. Home security

**We** will pay for:

- **damage** or failure of the external door or window locks at **your home** which cause **your home** to become insecure
- a replacement key if **you** have lost or **damaged** the only available key to **your home** and **you** are unable to replace it or gain normal access, or **you** have locked yourself out with no access to another key.

## Extra Cover when you need it

### Emergency accommodation

Should **your home** become uninhabitable due to a **home emergency** and **we** agree that **your home** can't be lived in, **we** will pay up to £250 per night for a maximum of 3 nights for:

- overnight accommodation for **you** and **your family**
- kennel/cattery fees for **your family** pet(s).

Please make sure **you** keep any receipts for the emergency accommodation costs so **you** can claim these back from **us**.

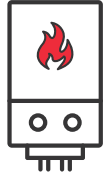
### Electric heaters

If a replacement part is needed to repair **your primary heating system** and it will take over 72 hours to arrive from the **contractor's** first visit, **we** understand that **you** may wish to purchase additional heaters for **your home**, for use until **we** can get **your primary heating system** repaired.

**We** will refund **you** the cost of **you** purchasing electrical or oil filled heaters up to a maximum of £250 in total. Please make sure **you** keep receipts to claim back the cost from **us**.

**We** will also provide cover for any increased costs for **your** electricity when using the electrical heaters for the time it takes for **us** to repair **your primary heating system**.

# SECTION 5B: HOME EMERGENCY



## Broadband

If **your** broadband service is disrupted for longer than 24 hours and **you** are unable to work from **your home we** will pay for the cost of:

- an alternative data source such as any additional data charges from **your** mobile phone service provider or the provision of a mobile phone data hotspot device and data; or
- access to a communal workspace local to **you**.

The most **we** will pay is up to £50 per day subject to a maximum of £250 whilst **your** broadband service is disrupted. Please make sure **you** keep receipts to claim back the cost from **us**.

**We** will not pay for:

- any broadband disruption because of scheduled maintenance by the internet service provider
- any broadband disruption where **your** internet service provider has offered **you** an alternative data source as a result of the disruption.

## What you are not covered for

1. **Work** that costs more than £2,000 including VAT.
2. Costs incurred by **you** before **we** have accepted a claim or authorised repairs.
3. Any additional costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original.
4. Call-out charges if there is no-one at **your home** when the **contractor** arrives.
5. Costs arising from or in connection with
  - circumstances known to **you** prior to the inception date of **your** policy
  - any system, equipment or facility which has not been properly installed, serviced, maintained or repaired in accordance with the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect
  - replacement or adjustment to any decorative or cosmetic part of any equipment
  - detached or non-integral garages or outbuildings other than outbuildings used for residential dwelling purposes or for **your** trade, business or profession
  - cess pits, septic tanks or fuel tanks, boundary walls, hedges, fences or gates,
  - wilful act or omission or neglect by **you**
  - claims arising after the **home** has been left **unoccupied**

# SECTION 5B: HOME EMERGENCY



## What you are not covered for (continued)

- materials or labour charges covered by manufacturers', suppliers' or installers' guarantee or warranty
- any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **buildings**, faulty workmanship or the use of defective materials, or river or coastal erosion
- the interruption or disconnection of utility services to the **home** however caused, or the failure or breakdown of the main electricity or water or gas supply system or gas leaks.

Failure of or **damage** to:

- rainwater drains
- soakaways
- any pipes / drains for which **you** are not legally responsible.

## How to make a complaint

If you have a complaint under this section, please direct it in the first instance to:

**Home Emergency Team, Sedgwick International UK, Oakleigh House,  
14-16 Park Place, Cardiff, CF10 3DQ**

Telephone: **0345 601 3353**

E-mail: **[HEcomplaints@uk.sedgwick.com](mailto:HEcomplaints@uk.sedgwick.com)**

# SECTION 5C: LEGAL PROTECTION



Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited.

## Definitions applying to this section

Wherever the following words or expressions appear in this Legal Protection section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

### Appointed representative

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

### Costs and expenses

(a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.

(b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

### Countries covered

(a) **For Insured Incident 4, Personal Injury:**

Worldwide.

(b) **For Insured Incident 2, Contract Disputes:**

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

(c) **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 £100 per hour. This amount may vary from time to time.

### Date of occurrence

(a) **For civil cases other than as specified under (c) below:**

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

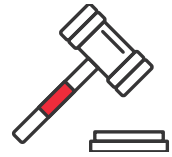
(b) **For criminal cases:**

the date **you** began, or are alleged to have begun, to break the law.

(c) **For Insured Incident 6. Tax Protection:**

the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

# SECTION 5C: LEGAL PROTECTION



## 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 dwellings and/or private land owned by **you** and which is used by **you** for residential purposes only, situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

## We, us, our, DAS

DAS Legal Expenses Insurance **Company** Limited.

## You, your

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

## What is covered

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

- (a) **reasonable prospects** exist for the duration of the claim
- (b) the **date of occurrence** of the Insured Incident is during the **period of insurance**
- (c) 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
- (d) 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, provided that:

1. 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 £250,000 (but subject to a maximum of up to £50,000 under Insured Incident 3. Defective Title)
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time

# SECTION 5C: LEGAL PROTECTION



## What we will pay (continued)

3. 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
4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **we** must agree that **reasonable prospects** exist, and
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

## What we will not pay

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

## Insured Incidents

### 1. Employment disputes

1. **Costs and expenses** for **your** (excluding **domestic employees**) legal rights in a dispute relating to **your** contract of employment or future employment.
2. **Costs and expenses** for defending **your** legal rights in legal proceedings in respect of any dispute with:
  - (a) a **domestic employee** or ex-**domestic employee** or a trade union acting on behalf of a **domestic employee** or ex-**domestic employee** which arises out of, or relates to, a contract of employment with **you**; or
  - (b) a **domestic employee** or ex-**domestic employee** arising from an alleged breach of their statutory rights under employment legislation.

This cover only applies to domestic employees employed by **you** for the provision of domestic services within **your** principal **home** or secondary **home** in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

# SECTION 5C: LEGAL PROTECTION



## 1. Employment disputes

**We** will not pay

**Costs and expenses** for:

1. employers' disciplinary hearings or internal grievance procedures
2. any claim relating solely to personal injury (please refer to Insured Incident 4, Personal Injury)
3. any claim arising from, or relating to transfer of Undertaking Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations
4. a settlement agreement while **you** are still employed.

## 2. Contract disputes

**Costs and expenses** for:

1. **your** legal rights in a contractual dispute arising from an agreement or alleged agreement which **you** have entered into, in a personal capacity for:
  - (a) buying or hiring in goods or services
  - (b) selling goods
  - (c) renting **your** principal **home** as a tenant.
2. **your** legal rights in a contractual dispute or for misrepresentation arising from an agreement which **you** have entered into for the buying or selling of **your** principal **home** and/or **secondary home**

provided that, in both 1. and 2.

- (i) **you** have entered into the agreement or alleged agreement during the **period of insurance**; and
- (ii) the amount in dispute is more than £100 (including VAT).

**We** will not pay for:

A claim relating to the following:

1. construction work on any land, or designing, converting or extending any building where the contract value exceeds £150,000 (including VAT)
2. the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim)
3. a dispute arising from any loan, mortgage, pension, investment or borrowing
4. 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** and/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.

# SECTION 5C: LEGAL PROTECTION



## 3. Defective title

**Costs and expenses** up to £50,000 to defend **your** legal rights in a dispute arising from **your** ownership of an item of **art and antiques** where another party claims **you** do not hold good title to it.

Provided that:

1. **you** have made the purchase of the item within the United Kingdom from a United Kingdom based seller during the **period of insurance**; and
2. **you** made reasonable enquiries about the item's provenance before **you** bought it, and **you** purchased it in good faith.

## 4. Personal injury

**Costs and expenses** to pursue **your** legal rights following a specific or sudden accident that causes:

- (a) **your** death or bodily injury to **you**
- (b) psychological injury or mental illness to **you**.

**We** will not pay for:

a claim relating to:

1. any illness or bodily injury which happens gradually; or
2. defending **your** legal rights, but defending a counter-claim is covered;
3. clinical negligence (please refer to Insured Incident 5, Clinical negligence).

## 5. Clinical negligence

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

**We** will not pay for:

a claim relating to the following:

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

## 6. Property protection

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

1. an event which causes physical damage to such property, provided that the amount in dispute is more than £100. **We** will not defend **your** legal rights but **we** will cover defending a counter-claim; or
2. a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your home**, or some right over, or in connection with it); or



# SECTION 5C: LEGAL PROTECTION



## 6. Property protection

(continued)

3. a trespass.

**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:

1. a claim relating to:
  - (a) a contract **you** have entered into
  - (b) any building or land other than **your** principal **home** or **secondary home**
  - (c) 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
  - (d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
  - (e) mining subsidence
  - (f) 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)
  - (g) the enforcement of a covenant by or against **you**.
2. the first £250 of any claim for legal nuisance or trespass. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

## 7. 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:

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

# SECTION 5C: LEGAL PROTECTION



## 8. Jury service and court attendance

**Your** absence from work:

- (a) to attend any court or tribunal at the request of the **appointed representative**
- (b) to perform jury service

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:

- 1. any claim if **you** are unable to prove **your** loss.

## 9. Legal defence

- 1. **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; or
  - (b) civil action being taken against **you** under:
    - (i) discrimination legislation; or
    - (ii) data protection legislation.
- 2. **Costs and expenses** to defend **your** legal rights if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

**We** will not pay for:

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

## 10. Education admission appeals

**Costs and expenses** for **your** legal rights in an appeal against a refusal to admit **your** child to their chosen educational establishment.

Provided that the process for appealing against the refusal at the educational establishment is followed.

**We** will not pay for:

- 1. any claim where **your** child has been suspended, expelled or permanently excluded from another educational establishment.

# SECTION 5C: LEGAL PROTECTION



## 11. Social media defamation

Following defamatory comments made about **you** on a social media website, **we** will pay **costs and expenses** to provide a formal written request that the comments are removed from the website:

- (a) **We** will write one letter to the provider of the social media website
- (b) Where the authors' identity is known, **we** will also write one letter to the author.

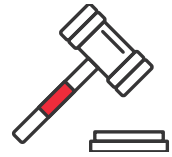
**We** will not pay for:

any claim where **you** are not aged 18 years or over.

### What you are not covered for

1. 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.
2. An incident or matter arising before cover under this section commenced.
3. **Costs and expenses** incurred before **our** written acceptance of a claim.
4. Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.
5. A claim intentionally brought about by **you**.
6. A legal action **you** take which **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.
7. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or alleged violent behaviour has been made against **you**.
8. A claim relating to written or verbal remarks that damage **your** reputation other than where cover is provided under Insured Incident 11. Social Media Defamation.
9. A dispute with **us** and/or Covea Insurance plc not otherwise dealt with under Condition 9 of this section.
10. **Costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident enquiry.
11. Any claim where **you** are not represented by a law firm, barrister or tax expert.

# SECTION 5C: LEGAL PROTECTION



## Conditions applicable to this Section

1. **You** must:
  - (a) keep to the terms and conditions of this section;
  - (b) take reasonable steps to avoid and prevent claims;
  - (c) take reasonable steps to avoid incurring unnecessary costs;
  - (d) send everything **we** ask for, in writing;
  - (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
2. **Legal representation**
  - (a) 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.
  - (b) 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**.
  - (c) 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 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 £100 per hour. This amount may vary from time to time.
  - (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
3.
  - (a) **You** must co-operate fully with **us** and the **appointed representative**.
  - (b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.
4.
  - (a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.
  - (b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **cost and expenses**.
  - (c) **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 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.
5.
  - (a) **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.

# SECTION 5C: LEGAL PROTECTION



## Conditions applicable to this Section

(continued)

- (b) **You** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any amounts that are recovered.
6. 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**.
  7. If **you** settle a claim or withdraw a claim without **our** agreement, or do not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses we** have paid.
  8. **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.
  9. 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 complaint resolution service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))  
  
Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **us**. 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.
  10. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
  11. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise the law of England and Wales will apply. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.
  12. This cover is automatically included in **your** Executive Plus policy and cannot be cancelled unless the main contract is cancelled at the same time. Please refer to the main policy terms and conditions for full details.

# SECTION 5C: LEGAL PROTECTION



## How to make a claim

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0330 134 8193**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, phone **us** on **0330 134 8193** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

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

# FURTHER INFORMATION

## Applies to Sections 5C & 5D Legal Protection & Cyber Assistance Helpline

Please note that the following content relates to the Legal Protection and Home Cyber Sections

- Complaints
- Data Protection
- DAS Head and Registered Office
- Financial Services Compensation Scheme

### Complaints

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

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS Parc | Greenway Court | Bedwas | Caerphilly | CF83 8DW**
- completing **our** online complaint form at **www.dasinsurance.co.uk/complaints**

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

If you are not happy with the complaint outcome or if **we** have been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free complaint resolution service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**)

**You** can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**

Using this service does not affect your right to take legal action.

### DAS Registered Office

**DAS Legal Expenses Insurance Company Limited, DAS Parc | Greenway Court | Bedwas | Caerphilly | CF83 8DW**

Registered in England and Wales, Company Number 103274,  
Website: **www.dasinsurance.co.uk**

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

# SECTION 5C & 5D: LEGAL PROTECTION & HOME CYBER

## Financial Services Compensation Scheme

(Applicable to Section 5C – Legal Protection)

**We** are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

## Data protection

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).



# SECTION 5D: CYBER ASSISTANCE HELPLINE & ATTACK RESOLUTION SERVICE OVERVIEW



**HELPLINE: 0333 130 4617**

The Cyber Assistance Helpline is provided by DAS Legal Expenses Insurance Company & CyberScout

A 24/7 helpline providing unlimited access to experienced fraud and cyber specialists, on hand to answer questions, provide guidance and assist in resolving cyber related issues for **you** and **your family**. Please note that this service is not available on Christmas Day or Easter Sunday.

The Home Cyber helpline can be used to support **you** and **your family** with a wide range of cyber related issues and situations such as:

- Extortion and reputational damage (social engineering, cyber bullying)
- System & Data Compromise
- Identity Theft & Fraud
- Financial Fraud & Loss
- Online Retail Fraud
- Ransomware
- Personal Liability Exposure.

The Home Cyber helpline service is so much more than a helpline. Experts will assist **you** with:

- Documenting evidence
- Notifying authorities
- Liaising with banks and financial service providers to help **you** recover any personal money lost from online fraud events
- Helping to determine whether there are data back ups available and guiding **you** through the process
- Helping **you** to secure accounts and advice on how to improve **your** online security and protection
- Assisting with password changes.

The Cyber attack resolution service can provide data forensic support for an incident affecting **your** home systems, such as malware, computer virus and hacking.

Where CyberScout agree that forensic support is needed, this part of the service will be limited to investigations and support that can be carried out remotely. The team will not be able to support any physical reviews of any home systems.

The Cyber assistance helpline will be unable to assist **you** with any matters relating to **your** business or professional activities. They will also be unable to help with issues that began before **your** insurance policy started.

**DAS** cannot accept responsibility if the helpline services they provide are unavailable for reasons they cannot control. Please note that calls may be monitored or recorded to ensure the accuracy of information and the quality of service.

# GENERAL CONDITIONS

## Your agreement with us

The following documents form the contract between **you** and **us**:

- this policy booklet
- **your schedule** and any **endorsements**
- **your** statement of fact.

These documents should be read together and kept in a safe place. **Your** policy booklet and **schedule** will outline the cover available to **you, your** premium and **period of insurance**.

Before **you** took out this policy, **you** provided **us** with answers to a number of questions. **Your** answers are recorded in **your schedule** and statement of fact documents, which will have been sent to **you**:

- before accepting the insurance
- at the start of **your** first **period of insurance**
- if **you** have made a change to **your** policy during the 12 months on cover (mid-term adjustment)
- at each annual renewal.

It is important that the answers to these questions were provided honestly, having taken reasonable care and to the best of **your** knowledge.

**You** will need to carefully check **your schedule** and statement of fact to make sure that all details are correct.

## Changes in risk

It's important **you** keep **us** up to date with any changes that may affect **your** insurance policy. The information **you** gave **us** when **you** took out **your** policy is contained within **your** statement of fact. If any of this information is incorrect or has changed, **you** need to get in touch with **us** or **your** insurance broker or advisor. If **you** don't, it could mean that **your** policy is no longer valid.

Some examples of things we need to know about are:

- any change to the occupancy of **your home** or if it is to be left **unoccupied** for a period of more than 60 consecutive days
- if **you** or anyone living with **you**:
  - have been convicted of any criminal offence (other than a motoring conviction or if it is deemed to be spent under the Rehabilitation of Offenders Act) or have any such prosecution pending;
  - have been declared bankrupt, entered into an IVA (Individual Voluntary Arrangement) or become subject to bankruptcy proceedings, or been served with any County Court Judgments;
  - have changed **your** occupation or profession within the last 12 months. Please refer to **your** statement of fact.
- if **you** are to have any **building works** undertaken to **your home**, where the cost of such works is over £150,000 including VAT
- if **you** have suffered a break-in or attempted break-in to **your home** which **you** have not previously notified **us** of
- if any business activities are being undertaken at **your home** which **you** have not previously notified **us** of

# GENERAL CONDITIONS

## Changes in risk (continued)

- if the sums insured shown in **your schedule** do not accurately reflect the full replacement cost of **your buildings, contents, art and antiques** or **jewellery and watches**.

These are just some examples and there may be other circumstances **we** would want **you** to tell **us** about. **We** reserve the right to decline cover or to change the premium and terms of this policy if **you** change any of the information contained within **your schedule** or statement of fact. Please tell **us**, as soon as possible, if there are any changes to any of the details that are shown within **your schedule** or statement of fact. If **you** are in any doubt please contact **your** insurance broker or advisor directly as a failure to notify **us** of any such changes could lead to **your** policy being cancelled, or a claim rejected or not fully paid.

**We** recommend that **you** keep a copy or a record of all information **you** give to **us**.

## Misrepresentation / Non-Disclosure

Should **we** discover that any information **you** have provided is inaccurate, false, incomplete or misleading **we** reserve the right under the Consumer Insurance (Disclosure and Representations) Act 2012 to either cancel **your** policy or amend terms either from inception or from when **you** failed to disclose the correct information. This is on the grounds **we** would not have offered cover or would not have offered cover on the existing terms had the correct information been disclosed. Where this is the case, **we** also reserve the right to decline any claims and recover from **you** any monies paid.

## Claim conditions

In the event of a claim or possible claim **you** must:

- advise the police as soon as possible if there has been theft, attempted theft, riot **damage**, vandalism or any malicious act or if any insured property has been lost outside **your home**
- advise **us** as soon as possible
- not admit or deny liability without **our** written consent
- send **us** all documentation relating to any court proceedings as soon as it is received
- provide **us**, if requested, with all assistance, details and evidence **we** may reasonably require as soon as possible to substantiate **your** claim or enable **us** to pursue a recovery under the Subrogation Condition (see below) including, but not limited to, relevant purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property, or estimates for the replacement or repair of **damaged** property.

**We** will pay for any expenses **you** necessarily incur, subject to **our** prior consent and approval, in providing **us** with any of the above.

**We** believe everyone should feel safe and be treated with respect, including while at work.

**We** reserve the right to deal directly with **you** regarding **your** claim, and stop contact with **your** loss assessor if **we** decide they have acted in a way that is threatening or abusive to **our** staff or suppliers. For example threats of violence, swearing, comments about race, sexuality or gender.

# GENERAL CONDITIONS

## Compliance with terms

The Company's liability to make any payment under the policy is conditional upon **your** compliance with the terms and conditions of the policy.

## Duty of care

**You** and **your family** must take all reasonable steps to prevent loss, **damage**, accident or **bodily injury** and to maintain the property insured in a good state of repair.

## Theft security

In the event of a theft or attempted theft from **your home**, **you** must take such reasonable extra precautions to improve the physical security of **your home** as **we** consider necessary. If **you** do not implement these improvements, **we** may exercise **our** right to discontinue theft cover.

## Rights

**We** are entitled to enter any building where loss or **damage** to property insured by this policy has occurred and to take possession of and deal with any salvage as **we** consider appropriate.

## Subrogation

This means that **we** may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any event insured under this policy.

## Fraud

**We** work with the police, other insurance companies, fraud reference and detection agencies and other representative bodies to prevent and detect fraudulent or exaggerated claims. **We** may also use commercially available databases to check **your** identity to prevent money laundering, unless **you** provide **us** with satisfactory proof of identity. Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to **you**.

If any claim is fraudulent in any respect, or fraudulent means are used to obtain benefit under this policy, or if any **damage** is caused by the wilful act or with the connivance of **you** or **your family** or anyone acting on **your** or their behalf, all benefits under this policy will be forfeited from the date of the incident or circumstances in respect of which the fraudulent claim is made.

## Other insurance

**We** will not pay for any loss, **damage**, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same loss, **damage**, legal liability or other event.

## Sanctions

No cover is provided and **we** will not be liable to make any payment or provide any benefit under this policy where doing so would breach any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, United States of America or European Union. Where any such prohibition or restriction applies **we** retain the right to cancel this policy immediately, in that event **you** may be entitled to a pro-rata refund of the premium, providing that any payment or refund does not breach any prohibition or restriction imposed by law.

# GENERAL CONDITIONS

## Law applicable to this contract

Unless some other law is agreed in writing, this policy is governed by English Law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

## How to cancel your policy

### Your rights to cancel your policy

**You** can cancel **your** policy at any time. To do this, **you** can either write to **Covea Insurance plc, A&B Mills, Dean Clough, Halifax, HX3 5AX**, or call **0330 134 8161**. Any refund will be calculated as follows:

**We** will;

- provide a full refund of premium if the insurance has not yet started; or
- provide a full refund of premium if the policy is cancelled within 30 days from the date it begins (as stated in the **schedule**) or from the date **you** receive this policy document, whichever is the later, and no incident has occurred that has resulted or could have resulted in a claim. If a claim has been made or an incident has occurred which could result in a claim, **we** will only provide a full refund of premium if **you** reimburse **us** for any amounts **we** have paid, or may be required to pay, in respect of the claim or incident; or
- refund **you** the amount for the exact number of days left in the current **period of insurance** if no claim has been made; or
- not refund any money if a claim has been made and **you** cancel **your** policy after the 30-day period mentioned above.

If **you** have a loan agreement with Covéa Insurance to pay for **your** insurance, **we** may take the full balance of this loan from any claim **we** pay. If **we** don't do this then **you** may have a balance left to pay when **your** policy is cancelled. Any money **you** owe **us** must be paid to Covéa Insurance as described in **your** loan agreement.

### Our rights to cancel your policy

**We**, **your** broker or anyone acting for **us** can cancel **your** policy by sending **you** a recorded delivery letter to **your** last known address, giving 30 days' notice where a valid reason exists for doing so. Some reasons for cancelling include:

- where **you** notify **us** of any changes in **your** circumstances which mean **we** can no longer cover **you**. To check the information **you** gave **us** when **you** bought the policy please look at your statement of fact or policy **schedule**
- for not paying money **you** owe to **your** broker or to Covéa Insurance in line with a loan agreement
- where **you** do not co-operate with **us**
- where **you** do not tell us of any changes in risk (please refer to Changes in risk under General Conditions)
- where **you** commit or attempt fraud (please refer to Fraud under General Conditions);

# GENERAL CONDITIONS

## How to cancel your policy (continued)

- where **you** have acted in such a way that has caused upset or harm to **our** people or suppliers. For example, threats of violence, swearing, comments about race, sexuality or gender.

If **we** cancel **your** policy, **we** will refund **you** for the exact number of days left in the current **period of insurance**. **You** will not get a refund of premium if **you** have already made a claim.

If **we** cancel **your** policy due to fraud, it will be from the date fraud was committed and **we** will keep any amount **you** have paid. **We** will also inform the police of the circumstances.

If **you** have a loan agreement with Covéa Insurance to pay for **your** insurance, **you** may have a balance left to pay when **your** policy is cancelled. This must be paid to Covéa Insurance as described in **your** loan agreement.

If this policy is cancelled, then all covers provided under Section 5 – Family Protection and Assistance will also be cancelled from the same date.

## Joint policy consent

If there is more than one person named in the **schedule** as the **insured**, any request for change(s) to, or cancellation of, the policy by one insured person shall be treated by **us** as if all persons have consented to such change(s) or cancellation.

## Transfer of interest

**You** may not transfer **your** interest in the policy without **our** consent.

## Contracts (Rights of Third Parties Act)

Unless otherwise specifically provided in this policy, no person, persons, company or other party who is not named as the **insured** in this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.

# GENERAL EXCEPTIONS

## What you are not covered for

1. Loss or **damage** or any claim caused by
  - deliberate or criminal acts by **you** or **your family**
  - malicious acts by tenants or paying guests
  - wear, tear or the gradual deterioration of something with age and over time
  - confiscation or detention by Customs or other officials or authorities.
2. Any loss of any kind incurred by **you** or **your family** which is not directly associated with the incident that caused **you** to claim (except as stated in the policy).
3. Any loss, **damage** or legal liability occurring outside the **period of insurance** other than cover provided under Section 3 Liability, under the Defective Premises Act.
4. Any loss, **damage** or liability arising from pollution or contamination unless directly or indirectly caused by a sudden, unintended, unexpected and identifiable incident occurring during the **period of insurance**.
5. Mechanical or electrical breakdown or failure and loss or **damage** that follows as a direct consequence thereof, except for loss or **damage** that is otherwise covered by this policy.
6. Any loss or **damage** resulting from **building works to your home**, where the cost of such **building works** is in **excess** of £150,000 including VAT.
7. Any loss or **damage** to property, any cost or expense or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - (a) consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising or military or usurped power
  - (b) biological or chemical contamination due to any **act of terrorism**
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to a) and/or b) stated above.

If **we** allege that any loss, **damage**, cost, expense or legal liability is not covered by this policy by reason of this exclusion, the burden of proving the contrary is on **you**.
8. Any loss or **damage** to property, any expense or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from
  - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

# GENERAL EXCEPTIONS

## What you are not covered for

(continued)

- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter or the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or component
  - pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed
  - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - any chemical biological bio-chemical or electromagnetic weapon.
9. Any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos.
10. (applicable to sections 1, 2 and 3 of this policy) Any loss or **damage** caused by or arising from the loss of, alteration of, **damage** to or a reduction in the functionality, availability or operation of **your** home systems and/or any associated data other than subsequent **damage** which is otherwise covered under this policy.



# FURTHER INFORMATION

## How we use your personal data

**We** may use information **you** have provided about **you**, or others, for a number of different reasons. Administering **your** policy, claims handling, improving **our** services, research or for statistical purposes and the prevention and detection of fraud. In order to provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may also share this personal data with other organisations.

**We** may use automated tools, such as price rating tools, flood, theft and subsidence area checks and credit checks.

In most cases, **we** will keep **your** information for 7 years from the expiry date of the policy or from the settlement/closure of the claim, whichever is the latter. **Your** information is managed in line with Data Protection Laws and as such **you** are entitled to the rights provided by those laws.

**You** can find out further details by visiting:

[www.coveainsurance.co.uk/privacy-notice/home-insurance-section/](http://www.coveainsurance.co.uk/privacy-notice/home-insurance-section/)

or by emailing:

[dataprotection@coveainsurance.co.uk](mailto:dataprotection@coveainsurance.co.uk)

## Authorisation and regulation

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**Our** Financial Services register number is 202277.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if **we** cannot meet our obligations.

Further information is available from:

**Financial Services Compensation Scheme, 10th Floor, Beaufort House,  
15 St Botolph Street, London, EC3A 7QU.**

Website address: [www.fscs.org.uk](http://www.fscs.org.uk)

**COVÉA INSURANCE | [WWW.COVEAINSURANCE.CO.UK](http://WWW.COVEAINSURANCE.CO.UK)**

**COVEA INSURANCE PLC**

Registered Office: A&B Mills, Dean Clough, Halifax, HX3 5AX

Registered in England and Wales No. 613259

Authorised by the Prudential Regulation Authority and regulated by the  
Financial Conduct Authority and the Prudential Regulation Authority No. 202277