



Home policy

Zurich Private Clients



Welcome to Zurich Private Clients

Firstly, may **we** take this opportunity to thank **you** for choosing Zurich Private Clients to protect **your** personal property. Our intention is to provide the very best in cover to protect **your** assets along with the highest level of service. **We** take the greatest care to ensure that **we** meet the exceptional standards our clients have come to expect.

At Zurich Private Clients, we continually strive to enhance the quality of our service and products. Each client may choose to have a personal home visit and the services of a dedicated client manager. Combined with a true 365-days 24-hours claims service, this contributes significantly to the exceptional quality and personal service that Zurich Private Clients provides.

Within Zurich Private Clients, we have created a highly professional team with a wealth of specialist knowledge and experience.



Index

| | |
|---------------------------------|----|
| Introduction | 5 |
| Important notes | 6 |
| Definitions | 7 |
| Buildings cover | 13 |
| Buildings exclusions | 17 |
| Contents cover | 18 |
| Contents exclusions | 22 |
| Valuables cover | 24 |
| Valuables exclusions | 27 |
| Property conditions | 28 |
| Liability cover | 29 |
| Liability conditions | 32 |
| Liability exclusions | 33 |
| Lifestyle protection cover | 35 |
| Lifestyle protection conditions | 42 |
| Lifestyle protection exclusions | 44 |
| Legal protection cover | 45 |
| Legal protection conditions | 49 |
| Legal protection exclusions | 53 |
| Annual travel cover | 54 |
| Travel optional extensions | 63 |
| Annual travel conditions | 65 |
| Annual travel exclusions | 68 |
| Watercraft cover | 69 |
| Watercraft damage cover | 71 |
| Watercraft cover conditions | 72 |
| Watercraft cover exclusions | 73 |
| General policy conditions | 75 |
| General policy exclusions | 78 |
| Additional helpline services | 80 |
| Making a claim | 81 |
| Our complaints procedure | 83 |

Introduction

This **policy** booklet, along with **your statement of fact**, most recent **schedule**, any **amendment to cover notice** and **your agreement to pay the premium**, forms the contract between **you** and **us**. The **policy** booklet explains in detail the covers, as well as **your responsibilities** and any conditions **you** must comply with.

Please read the entire **policy** booklet and **your schedule** carefully to ensure that **you** understand them and to ensure that they have been prepared in accordance with the cover **you** have requested. If they are not correct please return them immediately and **we** can make the necessary changes.

Your policy booklet details all the covers available when **you** purchase a personal insurance **policy** from **us**. However, not all the covers may be applicable and **your schedule** will show which covers are in force and the amounts insured where appropriate. **You** may request to increase or add elements of cover under this **policy** where required.

If **you** have motor insurance with Zurich Private Clients **you** will receive a separate **policy** booklet that will need to be read along with **your** most recent **schedule** and any **amendment to cover notice**.

You must notify **us** as soon as possible of any material facts or change in information given to **us** which may affect this **policy**.

We reserve the right to alter the terms, conditions, exclusions and to amend the premium or to cancel this **policy** should **we** become aware of any material fact or change in information which may affect this **policy**.

Failure to notify **us** of any material facts or change in information given to **us** may result in any loss not being covered under **your policy**.

If **you** are unsure what information may be material to **your policy** or whether **you** need to advise **us** of any change, please contact **your** insurance agent or **us** for advice.

At renewal of **your policy**, **you** will be provided with an updated **schedule**. If there have been any changes to the cover provided under **your policy**, **you** will receive either an **amendment to cover notice** or a new **policy** booklet.

Your cancellation rights

If **you** decide that the **policy** does not meet **your** requirements (or any future renewal of the **policy**), please return it to **us** (or **your** insurance intermediary) using the contact details provided on the covering letter within 14 days of receiving it (or for renewals within 14 days of **your policy** renewal date). If no claims have been made **we** will refund the entire premium **you** have paid for the **period of insurance**. After 14 days any return premium will be calculated on a pro-rata basis. No refund will be given if a claim has been paid or is outstanding at the time of cancellation.

Important notes

Policy administration

Zurich Private Clients policies are issued by Zurich Insurance plc which holds **your** details in accordance with the Data Protection Act 1998. In order to administer **your** insurance **policy** and any claims made against the **policy**, Zurich Insurance plc may share personal data provided to **us** with other companies within the Zurich Financial Services Group and with business partners, including overseas companies. If **we** do transfer **your** personal data, including where **we** propose a change of underwriter, **we** make sure that it is appropriately protected.

Product and services

Unless **you** have advised **us** otherwise, **we** may share personal data that **you** provide within the Zurich Financial Services group and with other companies that **we** establish commercial links with, so **we** and they may contact **you** (by mail, e-mail, telephone or other appropriate means) in order to tell **you** about carefully selected products, services or offers that **we** believe will be of interest to **you**. If **you** do not wish **us** to do this please advise **us** accordingly by calling 0800 169 7179.

Fraud prevention and detection

In order to prevent and detect fraud, **we** may at any time share information about **you** with other organisations and public bodies including the police, check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to help make decisions about the provision and administration of insurance, credit and related services for **you**, trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies and check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity, undertake credit searches and additional fraud searches.

Claims reporting

We can supply on request further details of the databases **we** access or contribute to. When **you** tell **us** about an **incident** **we** will pass information relating to it to a database. **We** may also search these databases when **you** apply for insurance, in the event of any **incident** or claim, or at time of **your** renewal to validate **your** claims history or that of any other person or property likely to be involved in the **policy** or claim.

Definitions

The words and phrases below have the same special meaning throughout this **policy** and are defined below or within the cover part of this **policy** booklet where they are used or have a separate meaning. Throughout the **policy**, any words with a specific meaning will be in bold type.

In this **policy**, the words **you**, **your** and **yours** refer to the person or persons named in **your schedule**, a spouse or partner who permanently resides with that person and any member of **your** family who permanently resides with **you**. The words **we**, **us** **our** and **ours** means Zurich Insurance plc unless another underwriter is shown in a **policy** section.

Accidental death and dismemberment amount

The following types of loss and subsequent benefits up to £100,000 unless otherwise stated here or elsewhere in the **policy**:

- **loss of life** £100,000
- **loss of speech** or **loss of hearing** and one of the following; **loss of hand**, **loss of one foot**, **loss of sight** in an eye £100,000
- loss of a combination of any two of the following; **loss of hand**, **loss of one foot**, **loss of sight** in an eye £100,000
- **loss of speech** and **loss of hearing** £100,000
- **loss of both feet** £100,000
- **loss of both hands** £100,000
- **loss of sight** in both eyes £100,000
- **loss of speech** £50,000
- **loss of hearing** £50,000
- **loss of one hand** £50,000
- **loss of one foot** £50,000
- **loss of sight** in one eye £50,000
- **loss of thumb and index finger** £25,000
- **mutilation** £25,000

Accidental death and dismemberment loss

The loss of life, loss of speech, loss of hearing, loss of hand, loss of both hands, loss of one foot, loss of both feet, loss of sight, loss of sight of both eyes, loss of thumb and index finger, or mutilation from a **car jacking**, **aggravated burglary** or **aggravated assault incident** and satisfying all of the following:

- it is sudden, unexpected and unforeseen
- it is independent of any illness, disease or other bodily malfunction
- it arises from a source external to the **victim**
- it occurs within 12 months of the **incident**

Definitions

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|----------------------------------|---|
| Aggravated assault | An unlawful act of violence or threat of violence to you by a person who has unlawfully taken or attempted to take any possessions belonging to you whilst away from your home . |
| Aggravated burglary | An unlawful act of violence or threat of violence to you or your guest, by a person who has gained unlawful entry into a home listed in your schedule , in the presence of you or your guest. |
| Air rage | Actual physical bodily injury to you by a violent person while travelling as a passenger on an aircraft. |
| Amendment to cover notice | The most recent amendment to cover notice we have issued to you . |
| Beneficiary | The person or entity to be paid the benefit if a victim suffers a covered loss of life, in the following order: <ul style="list-style-type: none">• spouse of the victim who lives with the victim• domestic partner of the victim who lived with the victim if there is no spouse• equal shares to the surviving children of the victim if there is no domestic partner• equal shares to the surviving parents of the victim if there are no children• equal shares to the surviving siblings of the victim if there are no parents• the estate of the victim if there is none of the above |
| Bodily injury | Physical bodily harm, including resulting sickness or disease or death resulting from physical bodily harm. |
| Buildings | The home and any other location specified in the schedule belonging to you or for which you are legally responsible including: <ul style="list-style-type: none">• any permanent structure within the grounds of your home• interior decorations including wallpaper, murals and stencilling• fixtures and fittings including fitted furniture, fitted kitchens and fitted bathrooms• external lighting, alarm systems, surveillance equipment, climate control systems• central heating oil or gas tanks, septic tanks, cesspits• swimming pools, ornamental ponds and fountains• terraces, patios, driveways, footpaths, hard tennis courts• walls, gates, fences, hedges, railings, lampposts• piers, wharves, docks• underground service pipes, cables, sewers and drains that service your home |

Definitions

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| Business | Any full or part-time employment, trade, occupation, profession or farm operation which includes the raising or care of animals. |
| Business property | Any computer equipment, facsimile machines, photocopiers, typewriters, word processors, telecommunication equipment, office furniture, office supplies and anything else used to conduct business at your home . |
| Car jacking | The forced and unlawful removal or detention of you whilst operating or occupying a private passenger vehicle, motorcycle or motorhome that you own or rent; or the forced and unlawful removal or detention of an insured relative whilst operating or occupying the private passenger vehicle, motorcycle or motorhome with your permission. |
| Charity | Any organisation set up with the sole intention of providing help and assistance to those in need. |
| Children's motorcycles | Any motorcycle with an engine capacity of 50cc or less, which has not been registered for use on a public highway. |
| Collections | A private collection of rare, unique or novel items of personal interest such as dolls, toy soldiers, guns and models as well as memorabilia. |
| Contaminant | An impurity resulting from the mixture of or contact of a substance with a foreign substance. |
| Contents | The contents of the buildings comprising personal property belonging to you or your family or for which you or your family are legally responsible including television and radio aerials, satellite receiving dishes, their fittings and masts. |
| Damages | The amount required to satisfy a claim, whether settled or agreed to in writing by us or resolved by judicial procedure. |
| Domestic employee | An employee you hire to perform work or services in your home or for your family and who is not hired to work for you in connection with your business . Domestic employees include housekeepers, cleaners, nannies, gardeners, butlers, maids and people employed by you to carry out general maintenance for you at your home . |
| Excess | The amount we will subtract from any covered loss that we pay. |
| Fine art and antiques | Individual items, private collections and sets which are of artistic merit, historical value, novel, rare and or unique belonging to you or for which you are legally responsible, including: <ul style="list-style-type: none">• furniture• paintings, drawings, etchings, prints and photographs• tapestries, carpets and rugs• books and manuscripts• statues or sculptures (inside or outside the home)• porcelain and glass• clocks, barometers, mechanical art and objets d'art• precious metals or stones (other than jewellery) |

Definitions

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| Guest | Any regular domestic employee at a home listed in your schedule or any other person invited by you into a home listed in your schedule . |
| Home | Any residence, including any garages, used for domestic purposes shown in your policy schedule . |
| Identity fraud | The theft of your personal identification which has resulted in unlawful use of such information to obtain money , goods or services fraudulently. |
| Incident | Any loss or accident to which this insurance applies including continuous or repeated exposure to the same general harmful conditions, which first occurs during the period of insurance . |
| Incidental business | <p>Incidental business away from home means a self-employed business activity including gardening, baby-sitting, caddying, leaflet or newspaper distribution and other similar activities undertaken solely by you providing that the total gross revenue for these activities does not exceed £5,000 a year.</p> <p>Incidental business at home means a business activity (other than renting out to others or farming), conducted at a residence on your schedule, undertaken solely by you providing that the total gross revenue for these activities does not exceed £5,000 a year.</p> <p>Incidental farming means a part-time farming activity including hunting, shooting and the raising or caring for animals (excluding riding schools and establishments) providing that it is incidental to the use of your home listed in your schedule, does not involve the employment of others for more than 1,500 hours in any period of insurance and the total gross annual revenue does not exceed £15,000.</p> |
| Insured relative | <p>The following relatives of the person named in your policy schedule and a spouse or partner who lives with that person:</p> <ul style="list-style-type: none">• children, their children or other descendents of theirs;• parents, grandparents or other ancestors of theirs, including adoptive parents, stepparents and step grandparents; or• siblings, their children or other descendents of theirs; <p>who do not live with you, including spouses or domestic partners of all of the above.</p> |
| Jewellery | An object of personal adornment containing precious or semi-precious stones, gold, silver, platinum or any other precious metals or alloys, including watches. |
| Loss of one foot or both feet | The permanent and total loss of function of either one or both feet as determined by a physician. |
| Loss of one hand or both hands | The permanent and total loss of function of either one or both hands as determined by a physician. |
| Loss of hearing | The permanent and total loss of hearing in both ears as determined by a physician. |
| Loss of life | Death, including clinical death, as determined by a physician or similar local medical authority. |
| Loss of sight | The permanent and total loss of sight in either one or both eyes as determined by a physician. |

Definitions

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| Loss of speech | The permanent loss of the capability of speech as determined by a physician. |
| Loss of thumb and index finger | The permanent and total loss of function of a thumb and index finger, on the same hand, as determined by a physician. |
| Loss or damage | Physical loss or damage caused by forcible, visible, violent or external means. |
| Medical expenses | The reasonable charges for medical (excluding psychiatric), surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral expenses. |
| Money | Personal money belonging to you , including current cash, cheques, travellers' cheques, current postage stamps, savings stamps or certificates, premium bonds, postal orders, money orders, bank drafts, travel and other tickets with a fixed monetary value, phone cards, gift vouchers and share certificates. It also includes money used in connection with your business . |
| Mutilation | The complete severance of an entire finger, toe, ear, nose or genital organ, as determined by a physician. |
| Outbuildings | Any free-standing permanent structures used for domestic purposes including stables, barns, studios, pool houses and summer houses, garden sheds, greenhouses and other similar structures used for domestic purposes. |
| Period of insurance | The period of cover shown on your schedule . |
| Personal injury | Injuries, or death resulting from the following injuries: <ul style="list-style-type: none">• bodily injury;• shock, emotional distress, mental injury;• wrongful detention, false imprisonment or false arrest;• invasion of privacy;• malicious prosecution or humiliation;• wrongful entry or eviction |
| Personal protection | For the purposes of this cover personal protection means protection against 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. |
| Policy | Your entire Zurich Private Clients policy including your most recent schedule and any amendment to cover notice as well as any mortgagee's schedule . |
| Pollutant | Any solid, liquid, gaseous or thermal irritant or contaminant , including oil, smoke, vapour, soot, fumes, acids, alkalis, chemicals, biological agents and waste. |
| Proposal form/statement of fact | Contains the information provided by you together with the statement and declaration on which this policy is based. Along with this policy booklet, your most recent schedule , any amendment to cover notice and your agreement to pay the premium, it forms the contract between you and us . |
| Precious metals | Silverware, tableware, trays, trophies and similar household articles, other than jewellery , which are made of gold, goldplate, silver, silverplate, pewter or platinum. |

Definitions

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| Property damage | Physical damage to, destruction of, or loss of use of tangible property. |
| Road rage | Actual physical bodily injury to you or your chauffeur by a violent person while you or your chauffeur are in a private motor vehicle. |
| Schedule | Your most recent schedule that we have issued to you . |
| Stamps and coins | Stamps or coins that are part of a private and personal collection belonging to you or for which you are legally responsible. Included are all other philatelic property including books, pages and mountings and other numismatic property such as coin albums, containers, frames, cards and display units used with your collection. |
| Unfurnished | Where the home is without sufficient furnishings or contents for normal living purposes for more than 60 consecutive days. |
| Unoccupied | Where the home has not been lived in by you or any other person authorised by you for more than 60 consecutive days. |
| United Kingdom | England, Wales, Northern Ireland, Scotland, Isle of Man and Channel Islands. |
| Valuables | Fine arts and antiques, jewellery, collections, guns, furs, cameras, musical instruments. |
| Victim | You if an aggravated assault incident , you or an insured relative if a car jacking incident , or you or a guest if an aggravated burglary incident , who suffers an accidental death and dismemberment loss after one of these incidents . |

Buildings cover

How we will settle your claim

Sum insured

The sum insured for each **home** is shown on **your schedule**. **Your** sum insured may be changed following a visit from one of **our** client managers, as well as when the **policy** is renewed, to reflect current costs and values and **we** may, therefore, adjust the premium to reflect any changes.

It is **your** duty to maintain an appropriate sum insured and to advise **us** or **your** agent of any additions, alterations, or renovations to **your home**.

If **you** have a partial loss to **your home** and do not begin to repair, replace or rebuild the lost or damaged property within six months from the date of the loss, **we** will only pay the reconstruction cost less depreciation.

We will pay the cost incurred of repairing, replacing or reinstating the **buildings** subject to the payment basis indicated on **your schedule**.

Payment basis

Your schedule indicates the payment basis for **your buildings**.

Replacement cover

If the payment basis is replacement cover, **we** will pay the rebuilding cost up to the sum insured for **buildings** shown on **your policy schedule**, whether or not **you** actually repair, replace or rebuild.

Unlimited replacement cover

If the payment basis is unlimited replacement cover, **we** will pay the rebuilding cost even if this amount is greater than the sum insured shown on **your schedule**.

Unlimited replacement cover can be provided at **our** discretion if one of our client managers has visited **your** property and calculated the rebuilding cost on the condition that **you** maintain at least the sum insured for **your home** as previously agreed, including any adjustments by **us** based on **our** consultation, professional valuations and annual adjustments for inflation.

Unlimited replacement cover is subject to the following conditions:

- if **you** undertake any building work or heat processes at **your home**, including restoration, repair, redecoration, maintenance or other similar work where the cost of this work exceeds £25,000, **your** payment basis will be automatically reduced to replacement cover unless **you** have our prior consent in writing
- if **you** do not repair, replace or rebuild **your home** at the same location, **your** payment basis will be replacement cover
- if **you** cannot repair, replace or rebuild **your home** because **your** primary mortgagee or its assignees have recalled **your** mortgage, **we** will pay up to the sum insured shown in the schedule for **your home**

Buildings cover

Inflation protection

During the **period of insurance**, the sum insured will be adjusted each month to reflect the current effect of inflation. At the time of any loss, **your** sum insured will include any increase in the House Rebuilding Cost Index by the Royal Institute of Chartered Surveyors or another appropriate index. **We** will not make a charge for any inflation protection during the **period of insurance**, but each time **your** insurance **policy** is renewed, **we** will re-calculate the premium on the adjusted sum insured.

Large loss excess waiver

The excess shown on **your policy schedule** will not apply in the event of a covered loss that is greater than £25,000. This cover does not apply to the subsidence excess, and/or any additional increased excess noted on **your policy schedule**.

Subsidence excess

If the loss is as a result of subsidence, heave or landslip, an **excess** of £1,000 applies unless **your schedule** shows a higher subsidence **excess** or unless a higher **excess** already applies to **your policy**.

Sale of the home

In the event of **you** entering into a contract to sell any **home** shown in **your schedule**, the purchaser shall be entitled to the benefit of cover under the terms of this insurance once the sale is complete in respect of **loss or damage** occurring between the period of exchange of contracts (the offer to purchase in Scotland) and the completion of the sale of the **home** providing that the **home** is not insured by the purchaser or on their behalf.

Buildings cover

What is covered

Buildings cover only applies to **your policy** if shown in **your schedule**.

Under **buildings** cover **we** will pay for all **loss or damage** to **your buildings** unless stated otherwise in **your policy** or unless an exclusion applies.

Additional covers

Under **buildings** cover **we** will also pay the following additional covers unless an exclusion applies:

Additional rebuilding expenses

After a claim for **loss or damage** insured under the **buildings** cover, **we** will pay the following expenses or losses which **you** have incurred with **our** permission:

- architects, surveyors, legal and other associated fees necessary to rebuild or repair **your buildings**
- the cost of clearing the site, demolishing and propping up or supporting parts of **your buildings** which have been damaged
- the additional costs of rebuilding or repairing the damaged parts of **your buildings** to comply with building regulations as well as any local authority or other government requirements

Preventative measures

We will pay costs of up to £2,500 which **you** incur with **our** prior consent in taking reasonable measures to avoid or mitigate a valid claim provided that the terms and conditions of this section will apply as if **loss or damage** had occurred.

Additional living costs

If **you** have to move out of **your home** due to **loss or damage** which is insured, **we** will pay **you** the following expenses or losses which **you** have incurred with **our** permission:

Temporary accommodation

The cost of reasonable alternative accommodation for **you** and **your** domestic pets incurred during the time necessary to restore **your home** to a habitable condition and the cost of taking the **contents** of **your home** to the alternative accommodation.

Rent owed to you

Any rent **you** would have received including up to two years ground rent if any **home on your schedule** cannot be lived in due to a covered loss under this **policy**. **We** cover this loss of rent for the lesser of the following time periods:

- two years from the date of the loss; or
- the reasonable amount of time it takes to repair or rebuild that part of the **home** which was rented to others, or for **your** household to relocate

The most **we** will pay is 25% of **your buildings** sum insured for each **incident**.

Forced evacuation

The cost of reasonable accommodation if a civil authority prohibits **you** and **your** domestic pets from living in **your home**. The prohibition must be a direct result of a loss to a neighbouring property that would be a covered loss under **your policy**.

We also cover any loss of rent if any part of **your home** is usually rented but **we** do not cover any loss of rent due to the termination of a lease or agreement.

Buildings cover

Lock replacement

If the keys to any external doors and windows, as well as any intruder alarms and safes installed in **your home** are lost, damaged or stolen, **we** will pay the cost of replacing the locks and keys. There is no **policy excess** applicable to this cover.

Trace and access

If water, oil or gas escapes from **your** household heating or water system, **we** will pay the cost of finding the source of the escape of water, oil or gas, as well as the cost of removing any part of **your home** necessary to repair **your** household heating or water system and any subsequent repairs. **We** will not pay the cost of any **loss or damage** to **your** household heating or water system itself.

Temporary removal of fixtures

We will pay up to 10% of the **buildings** sum insured for permanent fixtures removed from the building for up to 60 days for repair, restoration or safekeeping.

New acquisitions

We will pay for **loss or damage** to **your** newly-acquired fixtures and fittings, fitted furniture and appliances that are to be installed in the **home**, up to 10% of the total **buildings** sum insured provided they are not left in the open and **you** advise **us** within 60 days of the date of delivery and pay the full additional premium from the date of delivery. **We** reserve the right not to insure the newly acquired fixtures and fittings after the 60th day.

Unfixed building materials

We will provide cover for newly acquired unfixed building materials and supplies owned by **you** and kept within the grounds of **your home** for use in the construction, maintenance or alteration of **your home** provided **you** have **our** prior written consent, unless stated otherwise or an exclusion applies.

If **we** have not been notified and provided with details of the materials and supplies prior to the loss, the most **we** will pay for any one claim is 5% of the **buildings** sum insured.

Gardens and landscaping

We will pay the reasonable costs incurred as a result of landscaping following **loss or damage** to trees, shrubs, plants and lawns at **your home** provided it is not caused by storm or flood.

The most **we** will pay for any one claim is 10% of the **buildings** sum insured at the location where the loss occurs and **we** will not pay more than £2,500 for any one tree, shrub or plant. If **your** payment basis is unlimited replacement cover the 10% is applied to the increased amount of cover.

Land

In the event of a covered loss to **your buildings** **we** will pay up to 10% of the amount of the covered loss for any related stabilisation, excavation or replacement of land under or around the **buildings**.

Trespass protection

Following any unlawful trespassing on **your** land, **we** will pay reasonable costs of up to £5,000 to restore the land to its pre-trespass condition, including removing anything the trespassers have left behind and any other costs **you** incur that would not be covered under the gardens and landscaping cover of **your policy**.

Essential alterations

We will pay up to £15,000 for essential alterations to facilitate access to **your home** and allow **you** to live unassisted following an accident during the **period of insurance**, providing **you** have our prior written consent.

Buildings exclusions

The following exclusions apply to the buildings cover of **your policy**. Please also refer to the general **policy exclusions**, **general policy conditions** and **property conditions**.

What is not covered

Erosion

We do not cover any **loss or damage** from coastal or river erosion.

Pollution or contamination

We do not cover any **loss or damage** caused by a **contaminant, pollutant, waste**, smog, or industrial or agricultural smoke. We do not cover the cost of extracting **pollutants** or **contaminants** from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

We do cover **loss or damage** to **your buildings** caused by the escape of oil from any fixed tanks, apparatus or pipes, but **we** do not cover the cost of extracting oil from land or water, or the cost to remove, restore or replace land or water contaminated by oil.

Structural movement

We do not cover any **loss or damage** caused by the movement of **your buildings**, including bulging expansion, shrinking or settling and any consequential cracking unless caused by subsidence, heave or landslip.

Subsidence, heave or landslip

We do not cover any **loss or damage** caused by **subsidence, heave** or **landslip** of the site on which the **buildings** stand, or to patios, terraces, hard tennis courts, swimming pools, ornamental ponds, fountains, cesspits, septic tanks, central heating fuel tanks, footpaths, drives, walls, gates, fences and railings unless the **home** is damaged at the same time by the same cause.

We do not cover any **loss or damage** to or resulting from the movement of solid floor slabs unless the foundations beneath the external walls of the **home** are damaged at the same time by the same cause.

Unfurnished homes

We do not cover any **loss or damage** caused by the escape of water from fixed tanks, apparatus or pipes and damage caused to such items by freezing or forcible and violent bursting if the **home** is **unfurnished** for more than 60 consecutive days unless agreed by **us** in writing. Nor do **we** cover any **loss or damage** caused by theft, attempted theft, malicious damage or vandalism unless agreed by **us** in writing.

Unoccupied homes

We do not cover any **loss or damage** caused by the escape of water from fixed tanks, apparatus or pipes and damage caused to such items by freezing or forcible and violent bursting if the **home** is **unoccupied**, for more than 60 consecutive days, under renovation, or being constructed unless agreed by **us** in writing.

Wind, storm and flood

We do not cover any **loss or damage** to fences, hedges, gates, piers, wharves or docks caused by wind, storm, flood or weight of snow unless **your home** is damaged at the same time by the same cause. However, **we** do cover **loss or damage** up to £2,000 if caused by falling trees, telegraph poles and lampposts.

Contents cover

How we will settle your claim

Sum insured

The sums insured for **contents** at each **home** are shown on **your schedule**. To ensure **your contents** are insured at the appropriate sum insured, and to reduce the possibility of being underinsured, **you** should regularly review **your contents** sum insured and request an increase if necessary.

Payment basis

We will pay the full cost to replace the **contents** without deduction for wear and tear or the amount required to repair the damage, whichever is less, up to the sum insured.

Inflation protection

During the **period of insurance**, the sum insured will be adjusted to reflect the current effect of inflation. At the time of any loss, **your** sum insured will include any increase in the government's, General Index of Retail Prices or another appropriate index.

We will not make a charge for any inflation protection during the **period of insurance**, but each time **your** insurance **policy** is renewed, **we** will re-calculate the premium on the adjusted sum insured.

Special limits of liability

For **loss or damage** to the following types of **contents**, **we** will not pay more than the limits shown below for any one claim. These limits do not increase **your contents** sum insured or the sum insured of any other item covered elsewhere in this **policy**:

- **precious metals** £5,000
- securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports or travel tickets and vouchers with a fixed monetary value £5,000
- **money** £5,000
- **jewellery** including unset precious and semi-precious stones £5,000 (not applicable if an unspecified **jewellery** sum insured is shown on **your policy schedule**)
- guns £5,000
- furs £5,000
- **collections** £5,000
- trailers and non-motorised horseboxes £5,000
- sailboards, surfboards, hand-propelled boats and accessories £5,000

Matching of items

For a covered loss to a pair or set, or to part of a larger unit, **we** will pay whichever of the following is least:

- the cost to repair the damaged property to its condition immediately before the loss
- the cost to replace it or
- the cost to make up the difference between its market value immediately before and after the loss

However, if **you** surrender the undamaged item(s) of the pair, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit.

Large loss excess waiver

The **excess** shown on **your policy schedule** will not apply in the event of a covered loss that is greater than £25,000. This cover does not apply to the subsidence **excess**, and/or any additional increased **excess** noted on **your policy schedule**.

Contents cover

What is covered

Contents cover only applies to **your policy** if shown in **your schedule**.

Under **contents** cover **we** will pay for all **loss or damage** to **your contents** anywhere in the world, unless stated otherwise in **your policy** or unless an exclusion applies.

Additional covers

Under **contents** cover **we** will also pay the following additional covers unless an exclusion applies.

New acquisitions

We will pay for **loss or damage** to **your** newly acquired **contents** up to 20% of the total **contents** sum insured, provided **you** advise **us** within 60 days from the date of purchase and **you** pay the full additional premium from the date acquired. **We** reserve the right not to insure the newly-acquired **contents** after the 60th day.

Business property

We will pay up to £15,000 for **loss or damage** to **business property** you own or lease while either at **your home** or away from **your home**.

We will also pay up to £250 for any necessary courier expenses **you** incur in obtaining any **business property** which is essential to **your** intended **business** itinerary if **you** are away from **home** at the time of a covered loss.

Lock replacement

If the keys to any external doors and windows, as well as any intruder alarms and safes installed in **your home** are lost, damaged or stolen **we** will pay the cost of replacing the locks and keys. There is no **policy excess** applicable to this cover.

Tenants' improvements

This cover only applies if **you** are a tenant or leaseholder.

We will pay up to 10% of the **contents** sum insured at any **home** listed in the **schedule**, for **buildings** additions, alterations, fixtures, improvements and installations which **you** own if a covered loss under **contents** cover takes place.

Tenants trace and access

If water, oil or gas escapes from **your** household heating or water system, **we** will pay the cost of finding the source of the escape of water, oil or gas as well as the cost of removing any part of **your home** necessary to repair **your** household heating or water system and any subsequent repairs. **We** will not pay for any **loss or damage** to the heating or water system itself.

Tenants gardens and landscaping

We will pay the reasonable cost incurred as a result of landscaping following **loss or damage** to trees, shrubs, plants and lawns at **your home** providing it is not caused by storm or flood. The most **we** will pay for any one claim is 10% of the **contents** sum insured at the location where the loss occurs and **we** will not pay more than £2,500 for any one tree, shrub or plant.

Oil and metered water

We will pay **you** for loss of metered water or oil from **your** fixed domestic water or heating installation, but **we** will not pay if **your home** is **unoccupied**.

Gifts cover

We will increase **your** sum insured by £5,000 during December and January to cover gifts and other related purchases one month before and after the wedding day of **you** or any member of **your** family to cover wedding gifts and related purchases in **your home**, at the reception, in the couple's marital home or being transported between any of these places.

Contents cover

| | |
|--------------------------------|--|
| Information replacement | If business or personal facts or records stored in a computer in your home are lost as a result of a covered loss, we will pay up to £5,000 towards the cost of employing an external professional body or person to re-enter the information on to the computer. |
| Preventative measures | We will pay the reasonable costs of up to £2,500 which you incur, with our prior consent, in taking reasonable measures to avoid or mitigate a valid claim, provided that the terms and conditions of this section will apply as if loss or damage had occurred. |
| Additional homes | We will pay up to 15% of the contents sum insured of your main home , subject to a maximum limit of £50,000 if a covered loss under contents cover takes place at a home you own or live in which is not shown in your policy schedule . |
| Marquees | We will pay up to £10,000 for any loss or damage to a marquee that you hire temporarily and are responsible for while it is at a location shown in your schedule and it is not insured elsewhere. This includes loss or damage to associated lighting, heating and furnishings belonging to the owner of the marquee if you are responsible for them while at a location shown in your policy schedule and provided they are not insured elsewhere. |
| Additional living costs | If you have to move out of your home due to loss or damage which is covered under your policy , we will pay you the following expenses or losses which you have incurred with our permission: |
| Temporary accommodation | The cost of reasonable alternative accommodation for you and your domestic pets incurred during the time necessary to restore your home to a habitable condition and the cost of taking the contents of your home to the alternative accommodation. |
| Rent owed to you | Any rent you would have received including up to two years ground rent if any home on your schedule cannot be lived in due to a covered loss under this policy . We cover this loss of rent for the lesser of the following time periods: <ul style="list-style-type: none">• two years from the date of the loss or• the reasonable amount of time it takes to repair or rebuild that part of the home which was rented to others, or for your household to relocate The most we will pay is 25% of your contents sum insured for each incident . |
| Rent you owe | Any rent you would still have to pay as a tenant, including ground rent if any home on your schedule cannot be lived in due to a covered loss under this policy . |
| Forced evacuation | The cost of reasonable accommodation if a civil authority prohibits you and your domestic pets from living in your home . The prohibition must be a direct result of a loss to a neighbouring property that would be a covered loss under your policy . <p>We will also pay the reasonable costs up to £5,000 for emergency clothing or other emergency essentials that you require throughout the duration of the prohibition.</p> We also cover any loss of rent if any part of your home is usually rented, but we do not cover any loss of rent due to the termination of a lease or agreement. |

Contents cover

Wedding gifts

If any of **your** children who permanently live with **you** get married, **we** will cover all their wedding gifts for 30 days before and after the wedding date, but only while they are in **your home**, in the building where the reception is being held, in the married couple's **home** or being transported between any of these places.

Student possessions

We will pay for any **loss or damage** to the possessions of members of **your** family whilst living away from **home** attending university, college or boarding school, or whilst on a work placement as part of their course or studies. The most **we** will pay for **valuables** is £15,000 and the most **we** will pay for any one item is £5,000.

Possessions of domestic employees and guests

We will pay for **loss or damage** to the possessions of **your domestic employees** and **your guests** whilst in any **home** listed on **your schedule**. **We** will not pay for **loss or damage** to their **jewellery, money** or items that are insured elsewhere.

Possessions of relatives in residential care

We will pay for **loss or damage** to possessions owned by **your** parents or **your** grandparents who are resident in a nursing home or residential care home. The most **we** will pay for **valuables** is £15,000 and the most **we** will pay for any one item is £5,000.

Removal by professionals

We will pay for any **loss or damage** to **contents** in the course of removal by professional removal contractors between **your home** and any permanent residence anywhere in the world, providing they are suitably packed and secured relative to their value and the method of transportation.

Contents in storage

We will pay up to 10% of the **contents** sum insured for any **loss or damage** to **contents** whilst in a temporary storage facility.

Freezer contents

We will pay **you** the cost of replacing food in **your** domestic freezer or refrigerator if it is spoiled by a rise or fall in temperature, provided it is not a deliberate act of the power supply authority or the withholding or restricting of power by such an authority. There is no **policy** excess applicable to this cover.

Compensation for death

If **you** die from a **bodily injury** within 12 months of it happening and if that injury was caused by a fire at **your home**, **we** will pay £50,000 (or less if limited by law) for an adult that dies. The most **we** will pay during any one 12 month period is £100,000.

Reward

We will pay a discretionary monetary amount up to a maximum of £5,000, to any individual or organisation other than the police, **you**, **your guest** or an **insured relative**, for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss under this insurance **policy**.

Contents exclusions

The following exclusions apply to the contents cover of **your policy**. Please also refer to the general **policy** exclusions, general **policy** conditions and property conditions.

What is not covered

| | |
|--|---|
| Aircraft | We do not cover any loss or damage to aircraft or their parts and accessories. |
| Contents left in an unattended vehicle | We do not cover loss or damage caused by theft from an unattended motor vehicle, unless the windows are closed and all the doors and luggage compartment are locked. The most we will pay for one claim is £5,000 unless the items are hidden from view in a locked luggage compartment. |
| Deception | We do not cover any loss or damage suffered by you due to any person obtaining any property by deception, unless deception is only used to gain entry to your home . |
| Pollution or contamination | We do not cover any loss or damage caused by a contaminant, pollutant, waste, smog, or industrial or agricultural smoke . We do not cover the cost of extracting pollutants or contaminants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water. We do cover loss or damage to your contents caused by the escape of oil from any fixed tanks, apparatus or pipes but we do not cover the cost of extracting oil from land or water, or the cost to remove, restore or replace land or water contaminated by oil. |
| Loss to animals | We do not cover any loss or damage to animals, birds or fish. |
| Lottery tickets and winnings | We do not cover any loss or damage to lottery tickets or winnings. |
| Motorised land vehicles | We do not cover loss or damage to a motorised land vehicle other than quad bikes, golf buggies, children's motorcycles within the grounds of a residence listed in your policy schedule , domestic gardening equipment and vehicles used to assist the disabled which are not required to be registered for road use. The most we will pay for a loss to a covered motorised land vehicle is £5,000 unless you have our prior consent in writing. |
| Musical instruments and cameras used for profit | We do not cover loss or damage to musical instruments or cameras used for your profit, your business or any professional activity. |
| Tenants property | We do not cover loss or damage to contents belonging to your tenants . |

Contents exclusions

Theft of equipment from a motorised land vehicle

We do not cover any theft, attempted theft or damage of any of the following from a motorised land vehicle if the equipment is permanently installed in the vehicle or removable from a housing unit which is permanently installed in the vehicle:

- sound reproducing, receiving or transmitting equipment
- equipment to view visual recordings
- global positioning and navigational systems
- data processing equipment
- games consoles and accessories
- scanning monitors, radar and laser detectors
- any similar equipment including accessories and antennas

Caravans

We do not cover any **loss or damage** to caravans.

Unfurnished homes

We do not cover any **loss or damage** caused by the escape of water from fixed tanks, apparatus or pipes and damage caused to such items by freezing or forcible and violent bursting if the **home** is **unfurnished** for more than 60 consecutive days unless agreed by **us** in writing. Nor do **we** cover any **loss or damage** caused by theft, attempted theft, malicious damage or vandalism unless agreed by **us** in writing.

Unoccupied homes

We do not cover any **loss or damage** caused by the escape of water from fixed tanks, apparatus or pipes and damage caused to such items by freezing or forcible and violent bursting if the **home** is **unoccupied** for more than 60 consecutive days, under renovation or being constructed unless agreed by **us** in writing.

Vehicle parts and accessories

We do not cover any **loss or damage** to vehicle parts or accessories, other than motorcycle clothing accessories whilst not in use.

Watercraft

We do not cover any **loss or damage** to **watercraft** or their accessories unless shown on **your policy schedule** apart from sailboards, surfboards, hand-propelled boats and their accessories.

Valuables cover

How we will settle your claim

Sum insured

The sums insured for each category of **valuables** and for each specified item shown on **your policy schedule**. To ensure **your valuables** are insured at the appropriate sum insured and to reduce the possibility of being underinsured **you** should regularly review **your** sums insured for **valuables** and request an increase if necessary.

Inflation protection

During the **period of insurance** the sum insured for unspecified **valuables** will be adjusted to reflect the current effect of inflation. At the time of any loss, **your** sum insured will include any increase in the government's General Index of Retail Prices or another appropriate index.

We will not make a charge for any inflation protection during the **period of insurance**, but each time **your policy** is renewed, **we** will re-calculate the premium on the adjusted sum insured.

Unspecified valuables

For **loss or damage** to unspecified **valuables** on **your schedule**, **we** will pay the amount required to repair, replace or restore the property, whichever is less, without a deduction for wear and tear. If the restored value is less than the market value immediately before the loss, **we** will pay the difference, but **we** will not pay more than the unspecified sum insured for that category listed in **your schedule** and **we** will not pay more than the unspecified limit per item for loss to any one item shown in **your schedule**.

Specified valuables

For **loss or damage** to an item listed in **your schedule** of specified **valuable** items, **we** will pay as follows:

Total loss

If the specified item is lost or totally destroyed, **we** will pay the sum insured for that item.

Once a specified item has been treated as a total loss, no refund of premium will apply in respect of that item and any replacement item added to the **policy** will be subject to an additional premium calculated on a pro-rata basis until the next renewal date.

Partial loss

If the specified item is partially lost or damaged, **we** will pay either:

- the cost to restore the item to its condition immediately before the loss without deduction for wear and tear. If the restored value is less than the market value immediately before the loss **we** will pay the difference or
- the reduction in market value after the loss

The most **we** will pay for a partial loss is the sum insured for that item.

Valuables cover

Matching of items

Fine arts and antiques, guns and jewellery

If **you** surrender the undamaged item(s) of the pair or set to **us**, **we** will pay **you** the full replacement cost of the entire pair or set. The most **we** will pay is the sum insured for that pair or set. If the remaining pieces or parts are not surrendered, **we** will pay **your** claim as set out above for a partial loss.

All other valuables

For a pair or set, **we** will pay whichever of the following is least:

- the cost to repair the damaged property to its condition immediately before the loss
- the cost to replace it or
- the cost to make up the reduction in market value after the loss

The most **we** will pay is the sum insured for that pair or set as shown in **your schedule**. However, if **you** surrender the undamaged items of the pair or set to **us** and **we** agree to accept them, **we** will pay **you** the full replacement cost of the entire pair or set.

Large loss excess waiver

The excess shown on **your policy schedule** will not apply in the event of a covered **loss** that is greater than £25,000. This cover does not apply to the subsidence **excess**, and/or any additional increased **excess** noted on **your policy schedule**.

Valuables cover

What is covered

Valuables cover only applies to **your policy** if shown in **your schedule**. Under **valuables** cover, **we** will pay for all **loss or damage** to **your valuables** anywhere in the world, unless stated otherwise in **your policy** or unless an exclusion applies.

Additional covers

Under **valuables** cover, **we** will also pay the following additional covers unless an exclusion applies:

New acquisitions

We will pay for **loss or damage** to **your** newly-acquired **valuables** which are to be specified under this section, up to 20% of the total sum insured for all **valuables** specified under the relevant category, providing **you** advise **us** within 60 days from the date of purchase and pay the full additional premium from the date acquired. **We** reserve the right not to insure the newly-acquired **valuables** after the 60th day.

Death of the artist

If, since the inception of **your policy** or since last renewal date, whichever is the latter, the value of any **fine art and antiques** item specified on **your schedule** has increased due to the death of the artist during that **period of insurance**, **we** will pay up to 200% of the sum insured for the item for up to 12 months after the artist's death, providing it has been lost or damaged.

Defective title

If during the **period of insurance**, a person claims that a piece of **specified fine art or antique** insured under **your policy** is not rightfully **yours** and **you** are required by law to return the item to its rightful owner, because it is proved that **you** do not have good title to it, **we** will pay up to 10% of the total sum insured for **fine art and antiques** under **your policy** but no more than £25,000. **We** will only do this under the following circumstances:

- the item was bought by **you** during the **period of insurance**
- **you** advise **us** of the claim during the **period of insurance**
- before **you** bought the item **you** made reasonable enquiries about the item's provenance

We will not pay **you** for any loss on items that were inherited or given to **you**.

Jewellery kept in a bank or safe deposit

We will pay for **loss or damage** to **jewellery** noted on **your schedule** as kept in the bank, whilst temporarily removed from the bank for a maximum of 30 days in any **period of insurance**, without **you** having to give **us** prior notice. The most **we** will pay for **jewellery** temporarily removed from the bank or safe deposit is £25,000 for any one claim.

Removal by professionals

We will pay for **loss or damage** to **valuables**, up to the **valuables'** sum insured, in the course of removal by professional removal contractors between **your home** and any permanent residence anywhere in the world, providing they are suitably packed and secured relative to their value and the method of transportation.

Valuables in storage

We will pay up to 10% of the relevant category's' sum insured for **loss or damage** to **valuables** whilst in a temporary storage facility.

Valuables exclusions

The following exclusions apply to the valuables cover of **your policy**. Please also refer to the general **policy exclusions**, **general policy conditions** and **property conditions**.

What is not covered

Collections including stamps and coins

We do not cover any **loss or damage** to **collections** caused by fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness or temperature extremes.

We do not cover any **loss or damage** to **collections** caused by them being worked on or being used as anything other than a **collection**.

We do not cover any **loss or damage** to **stamps or coins** caused by them being handled or being worked on.

We do not cover the disappearance of an individual article that is insured as part of a **collection**, unless it is mounted in a volume and the page is also lost.

Deception

We do not cover any **loss or damage** suffered by **you** due to any person obtaining any property by deception, unless deception is only used to gain entry to **your home**.

Musical instruments and cameras used for profit

We do not cover any **loss or damage** to musical instruments or cameras used for profit, **your business** or any professional activity.

Professional restoration and cleaning

We do not cover any **loss or damage** to any **fine art and antiques** whilst being repaired, restored, retouched or cleaned.

Tenants' property

We do not cover **loss or damage** to **valuables** belonging to **your tenants**.

Unfurnished homes

We do not cover any **loss or damage** caused by the escape of water from fixed tanks, apparatus or pipes and damage caused to such items by freezing or forcible and violent bursting if the **home** is **unfurnished** for more than 60 consecutive days unless agreed by **us** in writing. Nor do **we** cover any **loss or damage** caused by theft, attempted theft, malicious damage or vandalism unless agreed by **us** in writing.

Unoccupied homes

We do not cover any **loss or damage** caused by the escape of water from fixed tanks, apparatus or pipes and damage caused to such items by freezing or forcible and violent bursting if the **home** is **unoccupied** for more than 60 consecutive days, under renovation or being constructed unless agreed by **us** in writing.

Valuables left in an unattended vehicle

We do not cover **loss or damage** caused by theft from an unattended motor vehicle unless the windows are closed and all doors and the luggage compartment are locked. The most **we** will pay for one claim is £5,000 unless the items are hidden from view in a locked luggage compartment.

Property conditions

These property conditions, as well as the general **policy** conditions, apply to the buildings cover, the contents cover and the valuables cover of **your policy**.

| | |
|----------------------------|--|
| Duties after a loss | When a loss or possible loss which this policy may cover occurs, you must perform the following duties for cover to apply: |
| Notification | Notify us or your agent of the loss or damage as soon as possible. You should also notify the police as soon as possible if the loss or damage is caused by theft or attempted theft, accidental loss, malicious persons and vandals and you should keep a note of any reference number they give you . |
| Protect property | Protect property from further damage and make any necessary repairs to protect the property from further damage. You must keep an accurate record of expenses incurred. We will pay reasonable costs of avoiding or mitigating a claim with our prior consent as set out under the preventative measures cover of your policy . |
| Prepare inventory | Prepare an inventory of damaged, lost or stolen personal property. The inventory should describe the property in full, as well as showing the amount insured under your policy and the actual amount of the loss. You should attach bills, receipts and other documents to support your inventory. |
| Proof of loss | Provide us with any property, records, documents, information or evidence we request at your own expense. |
| Insurable interest | We will not pay for any loss or damage to property in which you do not have an insurable interest at the time of the loss. If more than one person has an insurable interest in the property the most we will pay is up to the insurable interest of you . |

Liability cover

How we will settle your claim

We will pay up to the stated limit for any liability as set out below.

What is covered

Public and property owners liability

We will pay up to £10,000,000 in **damages** you are legally liable to pay for all covered claims in respect of any one **incident** that occurs during the **period of insurance** for all **bodily injury** or **property damage** that occurs anywhere in the world, unless stated otherwise or an exclusion applies.

The £10,000,000 limit applies to all liability covers unless otherwise stated.

Your liability as owner of **your home** and its land is only covered if **you** have a **buildings** sum insured for the relevant **home** shown on **your schedule**. This includes defective premises cover.

If **you** have a **contents** sum insured shown on **your schedule** **you** are covered by **your policy** for:

- **your** liability to **domestic employees** **you** employ to work for **you**
- **your** liability as occupier of the **home** and its land
- **your** personal liability
- **your** liability as a tenant
- credit cards, forgery and counterfeiting
- golfers extension
- directors and officers
- reversal of **damages**

Liability limit

This insurance applies separately to each of **you** against whom a claim is made or a lawsuit is brought, but **we** will not pay more than the liability limit, regardless of how many claims, **homes** or people are involved in the **incident**.

In the event of **your** death, **we** will pay the **beneficiary** in respect of any liability incurred by **you**.

Defence costs

We will pay legal defence costs and legal expenses incurred by **you** with **our** prior written consent. In jurisdictions where **we** may be prevented from defending **you** for a covered loss, because of local laws or other reasons, **we** will only pay those legal defence expenses incurred with **our** written consent for **your** defence.

Our duty to defend any claim or suit arising out of a single **incident** ends when the amount **we** have paid in **damages** for that **incident** equals the liability limit shown on **your schedule**.

Payments made under **defence cover**, except a settlement payment, are in addition to the liability sum insured shown on **your schedule**.

Excess

There is no **excess** applicable to any claim under this section unless specifically stated under the relevant section of cover.

Liability cover

Additional covers

Under liability cover **we** will also pay **damages** for the following additional covers unless stated otherwise or unless an exclusion applies.

Defective premises liability

We will pay **damages** which **you** are legally liable to pay under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in respect of any private **home** which **you** previously owned or occupied and no other insurance covers the liability.

In addition, the insurance provided in respect of liability arising by virtue of Section 3 of the Defective Premises (Northern Ireland) Order 1975 will continue for a period of seven years from the date of cancellation of this **policy** in respect of the **buildings** insured at the date of cancellation, but will not apply where a more recently effected or current **policy** covers the liability.

Domestic employer's liability

We will pay **damages** for which **you** are legally liable resulting in **bodily injury** or damage to property of any **domestic employee**. The **incident** must arise from the work the person is employed to do for **you**, as a **domestic employee** or in **incidental farming** work they do for **you** and it must occur in the **United Kingdom** or during a temporary trip abroad.

Liability as a tenant

We will pay **damages** that **you** become legally liable to pay because of **your** tenancy of the **home** or any **buildings** occupied as student accommodation by **you** following any **loss or damage** that would be insured under the **buildings** cover of this **policy**, regardless of whether the **buildings** are insured under **your policy**. The most **we** will pay under this cover is £1,000,000.

Credit cards, forgery and counterfeiting

We will pay up to a maximum of £30,000 for any amount **you** are legally obliged to pay resulting from:

- theft or loss of a bank card, credit card or charge card issued in **your** name providing that **you** have followed the terms and conditions under which the credit card was issued or
- loss caused by forgery or alteration of any cheque or negotiable document or
- loss caused by accepting any counterfeit paper currency in good faith

We will defend a claim or action against **you** due to forgery, counterfeiting or for theft or loss of a bank card, credit or charge card.

Liability cover

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|---|---|
| Golfers extension | We will provide you with cover for the following expenses whilst playing golf or participating in any activity at a golf club anywhere in the world, unless otherwise stated or an exclusion applies: |
| Third party damage | We cover all property damage to another person's property caused by you playing golf, irrespective of legal liability. |
| Personal accident | We will pay up to £25,000 (less if limited by law) for any one incident in the event that you suffer bodily injury whilst playing golf which results in death, loss of sight; or loss of hand or both hands; or loss of one foot or both feet. Death, loss of sight, loss of hand or both hands; or loss of one foot or both feet must occur within 12 months of the date of the incident . |
| Hole-in-one cover | We will pay you up to £500 for expenses incurred in the event of a 'hole-in-one' being achieved by you during an official competition. The score cards and certificate from your club or competition secretary must be submitted to us in the event of a claim. |
| Golf equipment hire | <p>If you are on a trip outside the United Kingdom we will pay up to £30 per day up to a maximum of £300, for the necessary hire of golf equipment following:</p> <ul style="list-style-type: none">• loss or breakage of your golf equipment or• the misdirection or delay in transit for at least 12 hours of your golf equipment <p>You must pay the first £100 of each and every claim.</p> |
| Golf expenses | <p>If you are on a trip outside the United Kingdom, we will pay up to £125 per day up to a maximum of £1,250, for the proportionate value of any non-refundable, pre-paid green fees, golf equipment hire, or tuition fee necessarily unused due to the following:</p> <ul style="list-style-type: none">• accident or sickness of you or• loss or theft of documentation which prevents the participation in the pre-paid golfing activity <p>You must pay the first £100 of each and every claim.</p> |
| Director's and officer's liability | We will pay damages for which you are legally liable arising out of any voluntary work as a director or officer for an organised and registered charity . The most we will pay under this cover is £5,000,000. A £500 excess applies to this cover. |
| Reversal of damages | We will pay damages you have been awarded in a court of the United Kingdom if they have not been paid to you within three months of the date of the award, provided this policy would have insured you if the award had been made against you rather than in your favour and providing you do not have an appeal pending. |

Liability conditions

These liability conditions, as well as the general **policy** conditions, apply to the liability cover of **your policy**.

| | |
|----------------------------|--|
| Duties after a loss | If an incident which may be covered by this policy occurs, you must perform the following duties for cover to apply: |
| Notification | <p>Notify us or your agent as soon as possible. You must also notify any credit card, bank card or other card issuing company as soon as possible if you suspect any potential loss under your credit card cover.</p> <p>You must notify us of any potential claim under the director's or officer's liability section of your policy within 90 days of the commencement of the event giving rise to the claim.</p> |
| Assistance | Provide us with all available information, including records and documentation, that may help us in preparing a defence. |
| Co-operation | Co-operate with us fully in any legal defence by helping us to make settlement; to enforce any right of contribution or indemnity against any person or organisation who may be liable to you ; to attend hearings and trials; and to secure and give evidence and obtain the attendance of witnesses. |

Liability exclusions

The following exclusions apply to the liability cover of **your policy**. Please also refer to the general **policy** exclusions, general **policy** conditions and liability conditions.

What is not covered

| | |
|--------------------------------------|--|
| Aircraft | We will not pay for any damages arising out of the ownership, maintenance, possession, loading, unloading or use of any aircraft. |
| Business activity | We will not pay for any damages arising out of a business activity carried out by you . However, we do cover damages arising out of a residence on your policy schedule being rented to others, as well as damages specifically covered under incidental business at home, incidental business away from home or incidental farming unless another exclusion applies. |
| Communicable disease | We will not pay any damages arising directly or indirectly from the transmission of any communicable illness, disease or virus whether transmitted intentionally or unintentionally. We will not pay any damages for any threat or exposure or any consequences resulting from that illness, disease or virus. |
| Contractual liability | We will not pay any damages arising from a contract or agreement (other than your liability as a tenant), whether written or not, which imposes a liability which would not have existed without the contract or agreement. |
| Dangerous dogs | We will not pay for any damages arising from ownership of any dog described in Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 and any amending legislation. |
| Domestic employer's liability | We will not pay any damages you are legally liable to pay to any domestic employee following any judgement or award given or made outside the courts of a member of the European Union. |
| Golfer's extension | Under golf expenses , we will not pay any claims arising directly or indirectly as a result of a pre-existing medical condition unless declared and agreed by us with any required additional premium paid. Nor will we pay any claims arising from a medical condition which is not substantiated by a written report from the treating doctor confirming your inability to play golf. |
| Libel, slander or defamation | We will not pay any damages , claimant's costs or expenses arising from libel, slander or defamation. |

Liability exclusions

- Motorised land vehicles** We will not pay any **damages** arising from the ownership or use of a motorised land vehicle other than quad bikes, golf buggies, **children's motorcycles** within the grounds of a residence listed in **your policy schedule**, domestic gardening equipment and vehicles used to assist the disabled which are not required to be registered for road use.
- Professional services** We will not cover any **damages** for **you** performing or failure to perform professional services, including advice, for which **you** are legally responsible or licensed.
- Property in your care** We will not pay any **damages** to property belonging to or held in trust by or in the custody or control of **you**.
- Punitive damages** We will not cover **your** liability for punitive fines, penalties or **damages**.
- Caravans** We will not pay any **damages** arising from the ownership, possession or use of any caravan.
- Unlicensed firearms** We will not pay any **damages** arising from the ownership, possession or use of any unlicensed firearm.
- Watercraft** We will not pay any **damages** arising from the ownership, possession or use of any **watercraft** including jet skis, unless shown on **your policy schedule** apart from sailboards, surfboards and hand-propelled boats.
- Pollution or contamination** We do not cover any **damages** arising from **loss or damage** caused by a **contaminant**, pollutant, waste, smog, or industrial or agricultural smoke, unless it can be proven to our satisfaction that it was caused by a sudden, identifiable, unintended and unexpected accident that took place in its entirety at a specific time and place.
- We do not cover any **damages** arising from the cost of extracting **pollutants** or **contaminants** from land or water, or the cost to remove, restore or replace polluted or contaminated land or water unless it can be proven to our satisfaction that the **damages** have been incurred as a result of a sudden, identifiable, unintended and unexpected accident that took place in its entirety at a specific time and place.

Lifestyle protection cover

Lifestyle protection cover only applies to **your policy** if **you** have a sum insured for contents shown on **your schedule**.

How we will settle your claim

Amount of cover

The amounts payable under this section are shown next to each of the following covers:

- identity fraud
- personal protection
- aggravated burglary
- aggravated assault
- car jacking
- road rage
- air rage

The most **we** will pay is the amount shown for each covered **identity fraud, personal protection, aggravated burglary, aggravated assault, car jacking, road rage, air rage incident**, irrespective of how many policies or people are involved in the **incident**. If a loss is covered under more than one of the aforementioned lifestyle protection covers, **we** will pay under the part giving the most cover, but not under more than one.

The **accidental death and dismemberment amount** will be paid to the **victim** other than a benefit for **loss of life** which will be paid to the **beneficiary**.

If a **victim** has more than one **accidental death and dismemberment loss** that is covered **we** will only pay the single largest **accidental death and dismemberment amount** applicable.

If multiple **victims** suffer an **accidental death and dismemberment loss** in the same **incident**, **we** will only pay up to a maximum of £100,000 and if the total combined **accidental death and dismemberment losses** exceed £100,000, the sum of £100,000 will be split proportionally based on each applicable **accidental death and dismemberment amount** payable.

Lifestyle protection cover

Please log on to www.zurichlifestyleservices.co.uk to register your details and access your credit report and receive credit alerts.

Identity fraud cover

Your policy provides cover for pro-active preventative action, advice and assistance including the cost of monitoring your credit report online and enabling you to check your current credit history online, as well as registering your important documents. This credit report service is also available to one other named person in your household. In the event of a claim we will appoint a dedicated case specialist who will be your contact throughout the claim. We will advise you what actions you need to take and when you need to take them, as well as providing advice and assistance in writing letters and completing documentation.

The advice we provide will concentrate on the fraudulent use of your identity in the United Kingdom. Where possible, we will provide advice to assist in the prevention of the fraudulent use of your identity abroad, however, the information may be limited.

You can use the www.zurichlifestyleservices.co.uk website to obtain specialist advice on identity fraud. You can register, change, add or remove your registered documents, access the Identity Fraud members' area of the website, learn how identity fraud could affect you, view your credit report, view prevention tips, receive advice on how to deal with identity fraud if you believe you have become a victim, view useful links to organisations and services who can help you prevent identity fraud and read the latest news and research on all aspects of identity security. After registration, you must keep your secure login details in a safe place so they remain confidential.

What is covered

In the event of your identity being stolen and fraudulently used the most we will pay is £30,000 for identity fraud expenses following validation of an identity fraud incident.

You must pay the first £250 of each claim.

Identity fraud expenses means the following reasonable costs incurred with our prior consent:

- Loss of income, which means personal income reasonably lost due to time taken off from your work and away from your work premises, as a result of your efforts to amend or rectify records regarding your true name or identity as the result of an identity fraud incident; or compensation for annual leave taken by you (including discretionary days, floating holidays, and paid personal days, but excluding sick days) where such leave is reasonably taken solely to pursue the amendment or rectification of records regarding your true name or identity as the result of an identity fraud incident. The maximum we will pay for loss of income is £350 per day up to a maximum of £7,500 for any identity fraud incident
- authorised legal fees and expenses involved in assisting you to restore your credit history
- costs involved in assisting you in removing incorrect information held on your credit report
- the cost of protective registration with CIFAS
- the cost of replacing your passport and driving licence or birth certificate, should they be lost or stolen

Lifestyle protection cover

- the costs of re-submitting applications for loans, grants, other credit or debit instruments that are declined solely as a result of the lender receiving incorrect information as the result of **identity fraud**
- the costs of notarising affidavits, or other similar documents, telephone call costs and postage costs which are incurred by **you** in **your** efforts to report an **identity fraud incident**, or amend or rectify records in regard to **your** true name or identity as the result of an **identity fraud incident**
- costs in respect of any legal representative that **we** appoint and any related court costs incurred with **our** consent for a suit brought against **you** by a creditor or collection agency or other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of an **identity fraud incident**
- costs of assisting in the removal of any civil judgement wrongfully entered against **you** as a result of an **identity fraud incident**

Credit reports and monitoring

Your policy provides cover for the cost of monitoring **your** credit report by **our** chosen credit reference agency. This includes the provision of monthly e-mail or SMS credit alerts should any of the following notable changes occur; addition or deletion of a credit account, a change in the payment history of a credit account, addition or deletion of Court Judgements, a search made of **your** credit report, addition or deletion of a Notice of Correction, the settlement of a credit account, or a significant balance change on a revolving credit account opened within the last six months.

Your report can be viewed online and **we** recommend that **you** save or print a copy. If **you** cancel **your** policy the access to monthly updates will end immediately. **You** will be entitled to receive credit monitoring updates (either sent to **you** by e-mail or by SMS text messaging) on a monthly basis during the **period of insurance**. To obtain **your** credit report, please access the members' area of www.zurichlifestyleservices.co.uk or call our helpline on 0800 096 9999.

Your request for a copy of **your** credit report is the statutory credit report produced by **our** chosen credit reference agency under Section 7 of the Data Protection Act 1998.

For security reasons and to protect confidentiality, **our** chosen credit reference agency will verify **your** identity by checking the details **you** provide during registration for **your** credit report, against details held on databases to which they have access for this purpose. **You** agree that a record of the request for **your** credit report will be retained by **our** chosen credit reference agency (whose details shall be provided to **you** at the time of **your** request), and will be included on any further reports that are provided at **your** request. **Your** requests will only be visible to **you** and not to any lenders. These requests will not be taken into consideration on any lending decision.

The credit report and monitoring feature is also available to one other named person in **your** household, subject to their personal registration and verification.

Registration of documents

We can hold details of **your** important documents in **our** secure systems, to assist **you** in replacing them. **You** can register passports, driving licences, credit, debit and bank cards, share certificates, National Insurance numbers, birth certificates, bank account and ISA details, insurance documents, utilities account numbers and membership numbers of professional bodies by logging onto www.zurichlifestyleservices.co.uk after registration or via our helpline on 0800 096 9999.

Lifestyle protection cover

Personal protection cover

We will pay for **personal protection** costs you incur as set out below:

What is covered

We will pay **personal protection** costs means we will pay the reasonable costs, agreed by us, which you incur following any one **incident**, except in a country listed on the Foreign and Commonwealth Affairs Office Travel Warnings list:

- up to £2,500 to improve all the security at **your home** specified in **your schedule** including changing locks, installing security grilles, security lighting and intruder alarm systems
- up to £5,000 if you have to temporarily relocate
- for using professional security guards or seeking advice from professional security consultants up to £7,500
- for psychiatric services up to £7,500 for you, up to a maximum of £15,000 for each **incident**, as prescribed by a physician, psychologist or other mental health professional, when incurred within 12 months of the **incident**

The most we will pay is £20,000 in any one **period of insurance**.

Lifestyle protection cover

Aggravated burglary cover

We will pay **aggravated burglary** expenses you incur as a result of an **aggravated burglary incident** as set out below. In addition, we will pay any benefit applicable for an **accidental death and dismemberment loss** suffered as a direct result of the **aggravated burglary incident**.

What is covered

We will pay **aggravated burglary** expenses means we will pay the reasonable costs, agreed by us, which you or your guest incurs as a result of any one **incident**, except in a country listed on the Foreign and Commonwealth Affairs Office Travel Warnings list:

- up to £2,500 to improve all the security at **your home** specified in **your schedule** including changing locks, installing security grilles, security lighting and intruder alarm systems providing we have agreed it in writing
- up to £5,000 for temporary accommodation expenses if incurred within two months of an **aggravated burglary incident**
- up to £5,000 towards removal expenses if you permanently relocate away from **your home** listed on **your schedule**, if it is subject to an **aggravated burglary incident** and if they are incurred within six months of the **aggravated burglary incident**. We will not pay any stamp duty if it is applicable. We will not pay any costs if **your home** was already for sale prior to the **aggravated burglary incident** or you intended to relocate prior to the **aggravated burglary incident**
- for using professional security guards or seeking advice from professional security consultants up to £7,500 after an **aggravated burglary incident**
- for using psychiatric services up to £15,000 for each person, (you or your guest), up to a maximum of £30,000 for each **aggravated burglary incident**, as prescribed by a physician, psychologist or other mental health professional, when incurred within 12 months after the **aggravated burglary incident**
- for **medical expenses** up to £15,000 for each person (you or your guest), up to a maximum of £30,000 for each **aggravated burglary incident**, when incurred within 12 months after the **aggravated burglary incident**
- for salary lost within the first two months after the **aggravated burglary incident**, up to £10,000 for each person (you or your guest), up to a maximum of £20,000 for each **aggravated burglary incident**, in excess of any other collectible benefits including employee sick pay, disability allowance or insurance and employer's liability insurance
- for the cost of the **buildings and contents excess** listed in **your policy schedule** applied to any damage that occurs during the **aggravated burglary incident**

Lifestyle protection cover

Aggravated assault cover

We will pay **aggravated assault** expenses **you** incur as a result of an **aggravated assault incident** away from **your home** as set out below. In addition, we will pay any benefit applicable for an **accidental death and dismemberment loss** suffered as a direct result of the **aggravated assault incident**.

What is covered

We will pay **aggravated assault** expenses means we will pay the reasonable costs, agreed by **us**, which **you** incur as a result of any one **incident**, except in a country listed on the Foreign and Commonwealth Affairs Office Travel Warnings list:

- for psychiatric services **you** use up to £15,000 for each person, up to a maximum of £30,000 for each **aggravated assault incident**, as prescribed by a physician, psychologist or other mental health professional, when incurred within 12 months after the **aggravated assault incident**
- for **medical expenses** **you** incur up to £15,000 for each person, up to a maximum of £30,000 for each **aggravated assault incident**, when incurred within 12 months after the **aggravated assault incident**
- for **your** salary lost within the first two months after the **aggravated assault incident**, up to £10,000 for each person, up to a maximum of £20,000 for each **aggravated assault incident**, in excess of any other collectible benefits including employee sick pay, disability allowance or insurance and employers liability insurance
- For the cost of **your contents** and **valuables excess** listed in **your schedule**

Car jacking cover

We will pay **car jacking** expenses **you** incur as a result of a **car jacking incident** as set out below. In addition, **we** will pay any benefit applicable for an **accidental death and dismemberment loss** suffered as a direct result of the **car jacking incident**.

What is covered

We will pay **car jacking** expenses means we will pay the reasonable costs, agreed by **us**, which **you** or an **insured relative** incur as a result of any one **incident**, except in a country listed on the Foreign and Commonwealth Affairs Office Travel Warnings list:

- up to £2,500 paid accommodation expenses for **you** or an **insured relative** to stay near the hospital or wherever the **victim** is receiving medical treatment, unless **you** have a residence that is closer to the place where they are receiving treatment
- for using psychiatric services up to £15,000 for each person, (**you** or an **insured relative**), up to a maximum of £30,000 for each **car jacking incident**, as prescribed by a physician, psychologist or other mental health professional, when incurred within 12 months after the **car jacking incident**

Lifestyle protection cover

- for **medical expenses** up to £15,000 for each person, (**you** or an **insured relative**), up to a maximum of £30,000 for each **car jacking incident**, when incurred within 12 months after the **car jacking incident**
- for salary lost within the first two months after the **car jacking incident**, up to £10,000 for each person (**you** or an **insured relative**), up to a maximum of £20,000 for each **car jacking incident**, in excess of any other collectible benefits including employee sick pay, disability allowance or insurance and employer's liability insurance

Road rage cover

We will pay for **road rage** costs **you** or **your** chauffeur incur as a result of a **road rage incident** as set out below. **Road rage** costs incurred by **your** chauffeur are only covered if the **road rage incident** occurs whilst **your** chauffeur is with **you**.

What is covered

We will pay for **road rage** costs means we will pay the reasonable costs, agreed by us, which **you** or **your** chauffeur incur as a result of any one **incident**, except in a country listed on the Foreign and Commonwealth Affairs Office Travel Warnings list:

- psychiatric services for **you** or **your** chauffeur as prescribed by a physician, psychologist or other mental health professional, when incurred within 12 months after the **road rage incident**
- **medical expenses** for **you** or **your** chauffeur when incurred within 12 months after the **road rage incident**

The most we will pay for **road rage** costs is £7,500 in any one **period of insurance**.

Air rage cover

We will pay for **air rage** costs **you** incur as a result of **air rage** as set out below.

What is covered

We will pay for **air rage** costs means we will pay the reasonable costs, agreed by us, which **you** incur as a result of any one **incident**, except in a country listed on the Foreign and Commonwealth Affairs Office Travel Warnings list:

- psychiatric services for **you** as prescribed by a physician, psychologist or other mental health professional, when incurred within 12 months after the **air rage incident**
- **medical expenses** for **you** when incurred within 12 months after the **air rage incident**

The most we will pay is £7,500 for **air rage** costs in any one **period of insurance**.

Lifestyle protection conditions

These lifestyle protection conditions, as well as the general **policy** conditions, apply to the lifestyle protection cover of **your policy**.

| | |
|---|---|
| Other insurance | Cover under the lifestyle protection section of your policy is in excess of any other insurance, apart from where that insurance is to specifically cover excess over the amount of cover you have under your policy . |
| Duties after a loss | If an incident which may be covered under personal protection, aggravated burglary, aggravated assault, car jacking, road rage or air rage occurs, you must perform the following duties for cover to apply: |
| Notification | Notify us or your agent as soon as possible. You should also notify the police as soon as possible and you should keep a note of any reference number they give you . |
| Assistance and co-operation | Provide or help us obtain all available information as well as co-operating with us fully. |
| Proof of loss | Provide us with any proof of loss with full particulars within 60 days of us requesting it. |
| Examination under oath | We have a right to examine under oath, as often as we require, you, insured relatives, victims, your chauffeur and your guests. We may ask you or the beneficiary to give us a signed description of the circumstances surrounding the loss and to provide us with records, documents, information or evidence that we request. |
| Physical examination and autopsy | A person claiming under lifestyle protection cover must agree to be physically examined by physicians we choose as often as we require. We may also choose to have an autopsy carried out by a physician unless prohibited by law. Any examinations or autopsies that we have carried out will be at our own expense. |
| Identity fraud | The following conditions apply specifically to identity fraud cover: |
| Age limit | The facility to obtain credit reports and updates is only available to persons who are aged 18 or above. |
| Restoring your credit history | In assisting you to restore your credit history, we will take all action reasonably and legally possible under English Law. There may be occasions which are due to events beyond our control, where your credit history cannot be fully restored. |
| Limit of liability for information provided by Third Parties | We make no guarantee that the provision of the services relating to the credit report will be uninterrupted or error-free. Most of the data provided to the credit reference agency will have been provided by third parties and we will not be liable for any loss or damage arising from any inaccuracies, faults or omissions in, or the provision of, the data unless caused by our negligence or wilful default or arising under the provisions of the Data Protection Act 1998. |

Lifestyle protection conditions

Duties after a loss

You must inform the police, relevant banks or building societies, payment and store card issuers as soon as possible and within 24 hours of discovering that **your** identity may have been lost or stolen and/or used for fraudulent purposes. **You** must obtain a police crime number.

You must be registered with CIFAS the UK's fraud prevention service, which is a non-profit-making organisation dedicated to the prevention of financial crime. We will assist **you** with this registration. Among other initiatives, CIFAS helps prevent the misuse of individuals' identities through the sharing of information and the use of identity protection tools. The organisations that co-operate with CIFAS are committed to sharing information and expertise to develop best practice in the field of fraud prevention. The company is managed by a board of directors. The voting directors are elected by the membership. The company works closely with the National Consumer Council, The Information Commissioner, The Office of Fair Trading and the police. More information can be obtained from the CIFAS website at www.cifas.org.uk

You can request a statutory credit report from each of the credit reference agencies in the **United Kingdom**. **We** provide instructions on how to do this and can arrange for periodic reports to be sent to **you**.

You must obtain authorisation before incurring any expenses and take all reasonable steps to keep **your** claim costs and expenses as low as possible and, where possible, prevent any continued use of **your** stolen identity.

We have sole control of any legal costs and all related negotiations. **You** must make no admission or settlement and must not enter into any correspondence or exchange of communications in respect of the claim without **our** prior authorisation. **You** shall provide **us** with all assistance, information and authority, including doing all acts, and/or things and executing all documents and/or deeds necessary for **us** to perform **our** obligations under this insurance.

You must register a claim with **us** by telephoning as soon as possible and within 48 hours of **you** discovering **your** identity may have been fraudulently used.

You must sign and return the completed claim form to **us** within 14 days of receiving it, ensuring that **you** have followed the procedure detailed on the claim documentation and that **you** have forwarded any documentation requested.

You must keep receipts, bills, accounts and other records to prove the amount of any **loss** or expenditure. **We** will not be able to provide reimbursement without proof of expenditure. **We** will ask **you** to forward the documentation to **us** when **we** require it.

You must keep all letters and documentation received from any party involved in **your** claim for **identity fraud**. **We** will ask **you** to forward the documentation to **us** when **we** require it.

You will be required to prove that **you** have lost income by having taken time away from **your** employment and **you** will be required to provide evidence, details of which will be provided to **you** at the time **you** need to claim.

Lifestyle protection exclusions

The following exclusions apply to the lifestyle protection cover of **your policy**. Please also refer to the general **policy** exclusions, general **policy** conditions and lifestyle protection conditions.

Acts of particular people

We will not pay for any **loss or damage** caused by **you**, a family relative, an estranged spouse or former spouse of any of them, or a domestic partner or former domestic partner of any of them, or any person acting on their behalf. However, this exclusion does not apply to cover provided under **personal protection** cover.

Under **personal protection** cover, we will not pay for any **loss or damage** arising from an **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.

We will not pay for any **loss or damage** caused by a civil authority.

Persons known to you

Under **road rage** cover, we will not pay for any loss by a person known to **you** or **your** chauffeur. Under **air rage** cover, we will not pay for any loss by a person known to **you**.

Salary lost

We will not pay for any loss of salary following a covered loss under **aggravated burglary**, **aggravated assault** or **car jacking** if immediately prior to the **incident** the person with salary lost was receiving unemployment benefit, any disability benefit or insurance, or was on personal or medical leave.

Suicide or intentional dismemberment

We will not pay for any **accidental death or dismemberment loss** caused by the victim's suicide, attempted suicide or intentionally self-inflicted dismemberment.

Vehicles used for hire or reward

We will not pay for any **loss or damage** arising from **your** or an **insured relative's** ownership or operation of a vehicle if it has been adapted to carry more than eight passengers or **you** make a profit from any contributions which **you** receive for the journey.

Identity fraud

We will not pay for any loss arising out of any **business** pursuits or the theft of a commercial identity.

We will not pay for any loss resulting from theft of **your** identity by someone who lives with **you** at **your home** address.

We will not pay for any loss of income, costs or expenses in connection with any claim not agreed in advance by **us**.

We will not pay for any loss from authorised account transactions or trades that **you** have disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions.

Legal protection cover

How we will settle your claim

To make a claim under **your** legal expenses section, please phone **DAS** on 0800 0960 9999. **DAS** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **DAS** will give **you** a claim reference number. At this point **DAS** will not be able to tell **you** whether **you** are covered but **DAS** will pass the information you have given them to their claims-handling teams and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to **DAS** Claims Department at the following address:

Claims Department,
DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Or **you** can email **your** claim to **DAS** at newclaims@das.co.uk

When DAS cannot help

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

Problems

DAS will always try to give **you** a quality service. If **you** think **DAS** have let **you** down, please write to their Customer Relations Department at their Head Office address shown below. Or **you** can phone **DAS** on 0117 934 0066 or email **DAS** at customerrelations@das.co.uk

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

DAS' Head and Registered Office is:
DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Registered in England and Wales, number 103274.
Website: www.das.co.uk

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at:

South Quay Plaza, 183 Marsh Wall, London E14 9SR.

You can also contact them on 0845 080 1800.

Website: www.financial-ombudsman.org.uk

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

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

Legal protection cover

Costs and expenses

Definitions

(a) Accountant's costs

All reasonable and necessary costs chargeable by the **representative**.

(b) Attendance expenses

The **insured person's** net salary or wages for the time that the **insured person** is off work.

We will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount we will pay is based on the following:

- the time the **insured person** is off work, including the time it takes to travel to and from the court or tribunal.

This will be calculated to the nearest half day assuming that a whole day is eight hours;

- if the **insured person** works full time, the salary or wages for each day equals 1/250th of the **insured person's** yearly salary or wages;
- if the **insured person** works part time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

If the **insured person** is self employed, we will pay net salary or wages that the **insured person** draws from the business to cover their own personal cost-of-living expenses.

(c) Legal costs

All reasonable and necessary costs charged by the **representative** on a standard basis, or in accordance with the Predictable Costs scheme, if this is appropriate.

(d) Opponents' costs

The costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with our agreement.

Date of occurrence

(a) For civil cases, the **date of occurrence** is the date of the event which 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.

(b) For criminal cases, the **date of occurrence** is when the **insured person** began, or is alleged to have begun, to break the criminal law in question.

(c) For **Insured Incident 6, Tax Protection**, the **date of occurrence** is when HM Revenue & Customs first notifies the **insured person** in writing of their intention to make an enquiry.

Full enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of the **insured person's** self-assessment tax return, but not enquiries which are limited to one or more specific aspects of the **insured person's** self-assessment tax return.

Insured person

You, and any member of your family who always lives with you. Anyone claiming under this policy must have your agreement to claim.

Legal protection cover

| | |
|----------------------------|--|
| Period of insurance | The period for which we have agreed to cover an insured person . |
| Representative | The lawyer, accountant or other suitably qualified person whom we appoint to act for an insured person in accordance with the terms of this policy. |
| Territorial limit | <p>For Insured Incidents 2, Contract Disputes, 3 Bodily Injury, 4 Clinical Negligence and 5 Property Protection Worldwide.</p> <p>For all other insured incidents The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p> <p>We, us, our DAS Legal Expenses Insurance Company Limited.</p> <p>You, your The person who has taken out this section.</p> |

What is covered

We agree to provide the insurance in this section, as long as:

- (a) the premium has been paid; and
- (b) the **date of occurrence** of the **Insured Incident** is during the **period of insurance**; and
- (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- (d) for civil claims, it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

What we will pay

1. (a) For all **Insured Incidents** under this section, **we** will pay **legal costs and opponents' costs**;
- (b) for **Insured Incident 6 Tax Protection**, **we** will pay **accountants' costs**;
- (c) for **Insured Incident 7 Jury Service And Court Attendance**, **we** will pay **attendance expenses**;
2. For all **Insured Incidents** **we** will pay **costs and expenses** to make or defend against an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal.

Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
3. 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 £100,000.

Legal protection cover

Employment disputes

Insured incidents we will cover

We will negotiate for an **insured person's** legal rights in a dispute relating to their contract of employment or future employment.

What is not covered under employment disputes

- (1) Employers' disciplinary hearings or internal grievance procedures;
- (2) Any claim relating solely to personal injury;

Contract disputes

- (1) We will negotiate for an **insured person's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which an **insured person** has entered into for:

- (a) buying or hiring in goods or services; or
- (b) selling goods;

Provided that:

- (i) the **insured person** has entered into the agreement or alleged agreement during the **period of insurance**; and
 - (ii) the amount in dispute is more than £100.
- (2) We will negotiate for an **insured person's** legal rights in a contractual dispute or for misrepresentation arising from an agreement or an alleged agreement which **you** have entered into for the buying or selling of **your** principal home;

Provided that:

- (i) the **insured person** has entered into the agreement or alleged agreement during the **period of insurance**; and
- (ii) the amount in dispute is more than £100.

What is not covered under contract disputes

A claim relating to:

- (1) a contract regarding an **insured person's** trade, profession, employment or any business venture;
- (2) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- (3) the settlement payable under an insurance policy (**we** will negotiate if an **insured person's** insurer refuses their claim, but not for a dispute over the amount of the claim);
- (4) a dispute arising from any loan, mortgage, pension, investment or borrowing;
- (5) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

Legal protection conditions

Bodily injury

We will negotiate for an **insured person's** legal rights in a claim against a party who causes the death of, or bodily injury to, an **insured person**.

What is not covered under bodily injury

- (1) Illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident.
- (2) Any psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **insured person**.
- (3) Clinical negligence.
- (4) Defending an **insured person's** legal rights, but defending a counter-claim is covered.

Clinical negligence

We will negotiate for an **insured person's** legal rights where it is alleged that accidental death or bodily injury to an **insured person** has resulted from a single negligent act of surgery, clinical or medical procedure.

What is not covered under clinical negligence

- (1) The alleged failure to correctly diagnose the **insured person's** condition.
- (2) Psychological injury or mental illness that is not associated with an **insured person** having suffered physical bodily injury.

Property protection

We will:

- (a) negotiate for an **insured person's** legal rights in a civil action; and/or
- (b) arrange mediation;

for a dispute relating to material property (including the **insured person's** principal home and/or secondary home) which is owned by an **insured person**, or for which an **insured person** is responsible, following:

- (1) an event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100;
- (2) a legal nuisance (meaning any unlawful interference with an **insured person's** use or enjoyment of their land, or some right over, or in connection with it);
- (3) a trespass.

What is not covered under property protection

- (1) A claim relating to:
 - (a) a contract entered into by an **insured person**;
 - (b) any building or land other than the **insured person's** principal and/or secondary home;
 - (c) someone legally taking an **insured person's** material property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on an **insured person's** material property by any government or public or local authority;

Legal protection conditions

(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.

(2) Defending a claim relating to an event that causes physical damage to material property, but defending a counter-claim is covered.

(3) The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

Tax protection

In the event of a **full enquiry** into an **insured person's** personal tax affairs, **we** will negotiate for an **insured person**, and represent them in any appeal proceedings.

What is not covered under Tax Protection

(1) The tax affairs of a company, or any claim if the **insured person** is self-employed, or a sole-trader, or in a business partnership.

(2) An investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office.

Jury service and court attendance

An **insured person's** absence from work:

(a) to attend any court or tribunal at the request of the **representative**; or

(b) to perform jury service.

Legal defence

(1) **We** will defend an **insured person's** legal rights if an event arising from an **insured person's** work as an employee leads to:

(a) an **insured person** being prosecuted; or

(b) civil action being taken against an **insured person** under:

(i) legislation for unlawful discrimination; or

(ii) section 13 of the Data Protection Act 1998.

(2) **We** will defend an **insured person's** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

What is not covered under legal defence

(1) Parking or obstruction offences.

(2) The driving of a motor vehicle by an **insured person** for which the **insured person** does not have valid motor insurance.

Legal protection conditions

1. An **insured person** must:

(a) keep to the terms and conditions of this section;

(b) try to prevent anything happening that may cause a claim;

(c) take reasonable steps to keep any amount **we** have to pay as low as possible;

(d) send everything **we** ask for, in writing;

(e) give **us** full and truthful details by phone or in writing of any claim as soon as possible and give **us** any information **we** need.

Legal protection conditions

2. (a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.
 - (b) An **insured person** is free to choose a **representative** (by sending us a suitably qualified person's name and address) if:
 - (i) **We** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - (ii) there is a conflict of interest.
 - (c) In all circumstances except those in **2(b)** above, **we** are free to choose a **representative**.
 - (d) Any **representative** will be appointed by **us** to represent an **insured person** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **representative** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **representative**.
 - (f) An **insured person** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
 - (g) An **insured person** must give the **representative** any instructions that **we** ask for.
3. (a) An **insured person** must tell **us** if anyone offers to settle a claim.
 - (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
 - (c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming, or that is being claimed against them, instead of starting or continuing legal proceedings.
4. (a) An **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
 - (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.
5. If the **representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
 6. If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you** **costs and expenses** **we** have paid.
 7. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.

Legal protection conditions

8. **We** may, at **our** discretion, require the **insured person** to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the **insured person** and **us**, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.
9. **You** can cancel this policy by telling **us** within 14 days of taking it out; or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.
10. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
11. This section will be governed by English law.
12. All Acts of Parliament mentioned in the section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

Legal protection exclusions

1. A claim where the **insured person** has failed to notify **us** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
2. An incident or matter arising before the start of this section.
3. **Costs and expenses** incurred before **our** written acceptance of a claim.
4. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.
5. A claim intentionally brought about by an **insured person**.
6. A legal action that an **insured person** takes which **we** or the **representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **representative**.
7. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
8. A dispute with **us** not otherwise dealt with under Condition.
9. Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.
10. **Costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.
11. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the **insured person**.
12. A claim caused by, contributed to by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Annual travel cover

Annual travel cover only applies if shown in **your policy schedule**.

Definitions

The words and phrases defined below have the same specific meaning under this part of **your policy** and throughout this part of **your policy** will be in bold type.

Accident

A sudden, unexpected, unusual specific event which causes identifiable physical injury and which is the sole and direct cause of death or disablement.

Business colleague

A close **business colleague** or an associate in the same employment as the **insured person**, whose absence from work or place of employment, as certified by a director or principal of the **business** necessitates the cancellation or curtailment of the **trip** by the **insured person**.

Cancellation costs

Travel and accommodation expenses paid or contracted to be paid by **you** in respect of **your** trip.

Channel islands

Jersey, Guernsey, Alderney, Sark.

Close relative

A spouse, parent, parent-in-law, grandparent, child, grandchild, brother, sister, son, daughter, son or daughter-in-law, brother or sister-in-law, fiancé(e) or domestic employee travelling with the family.

Common law partner

Any couple (including same sex) in common law relationship and who have co-habitated for at least six months prior to the inception of this **policy**.

Curtailment costs

Travel costs necessarily incurred to return **you** home before the booked return date and a pro-rata amount representing the total pre-paid or contracted costs of accommodation, car hire and excursions attributable to each complete day which is not spent overseas.

The following are not included in the definition:

- All costs attributable to the outward and return travel tickets whether used or unused

Medical screening company

All Clear Insurance Services

Telephone number: 0845 250 5376

Lines open 9am to 5.30pm Monday to Saturday

Hazardous activities list

Automatically covered activities:

The following activities are included within the cover as standard, as long as they are undertaken on an amateur basis, conducted under adequate supervision and on an incidental basis. If **you** wish to take part in an activity not shown below and not excluded under the travel exclusions section please check and make sure cover can be provided under this **policy** before starting any activity.

Archery, badminton, baseball, basketball, beach games, black water rafting (Grade 1 to 4), canoeing (excluding white water canoeing), cricket, cycling (excluding BMX or mountain biking), dinghy sailing, fell walking, fencing, fishing (excluding wade fishing), football, golf, hiking (under 2,000 metres altitude), horse riding (but excluding jumping, hunting, polo and racing), jet

Annual travel cover

boating, jet skiing, jogging, marathon running, motorcycling up to 125cc (providing rider holds full driving license and is wearing a crash helmet), netball, orienteering, paintballing (providing protective eye-wear and clothing is worn), parascending (over water), pony trekking, racquetball, rambling, river canoeing, roller skating/blading, rounders, rowing, sailboarding, sailing within territorial limits, scuba diving up to 15 metres (excluding solo dives and no dives less than 24 hours before flying), skate boarding, snorkelling, squash, surfing, tennis, track events, trekking (under 2,000 metres altitude), triathlon, volleyball, waterskiing, windsurfing, wintersports, yachting (inside territorial waters).

Loss of limb(s) and/or sight

The irrecoverable loss of use of a hand, arm or leg or the physical severance of a hand or above the wrist or of a foot at or above the ankle.

Loss of sight means the complete and irrecoverable **loss of sight** in one or both eyes.

Permanent total disablement

Disablement which for 52 weeks immediately following an accident entirely prevents the **insured person** from attending their usual occupation if employed or if not employed from attending employment of any and every kind and at the end of that time being beyond reasonable hope of improvement.

Redundancy/Redundant

You becoming unemployed under the Employment Protection Act. **You** must have been given a Notice of Redundancy and be receiving payment under the current redundancy payments legislation.

The following are not included in the definition:

Any employment which has not been continuous and with the same employer

Any employment which is not on a permanent basis

Any employment which is on a short term fixed contract

Any instance where **you** had reason to believe that **you** would be made redundant at the time of booking **your** trip.

Terrorism

An act, including but not limited to the use or planned use of force or violence and/or the threat of any person or group of persons whether acting alone, or on behalf of, or in connection with any organisation, or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or the public, or to put any section of the public in fear.

Travelling companion

Any named person on **your** booking invoice.

Wintersports

Guided cross country skiing (Nordic Skiing), mono skiing, off-piste skiing or snowboarding (once supervised and in areas designated safe by resort management), skiing, snowboarding and snow sledging.

The following are not included in the definition, but not limited to: Freestyle skiing, heli-skiing, lugeing, off-piste skiing (unsupervised and in areas designated unsafe by resort management or where there is an avalanche warning in place), parapenting, ski acrobatics and stunting, ski bob racing, ski-doing, ski-flying, ski-jumping, ski racing or training, the use of skeletons or bobsleighs, snow mobiling, tobogganing.

Annual travel cover

You/Yours/Insured person

You, your family who permanently reside with **you** and **your** children who are under 16 years of age who permanently live elsewhere, whilst travelling with **you** or independently of **you**, on a supervised **trip**. **We** also include **domestic employees** who permanently live with **you** and whilst travelling on the same **trip** as **you** and or travelling between **your** employee's residence on **business**.

Under this definition **You/Yours/insured person** does not cover anybody travelling on a backpacking, student gap year holiday.

Trip

Any journey outside of the **United Kingdom** of up to 90 consecutive days which commences during the **policy period of insurance**.

It also means a **trip** within the **United Kingdom** provided it includes a pre-booked flight or a minimum of two nights away from **home** in paid accommodation.

If the **insured person**, having started a **trip**, is unable to complete it before the expiry of the **period of insurance**, due to unforeseen circumstances beyond their control, cover will be extended for up to 30 days at no extra cost, provided that the **insured person** supplies us with full details as soon as it is practicable to do so.

How we will settle your claim

This section of the **policy** provides cover against losses relating to personal accident, medical and emergency expenses, cancellation and curtailment, delay and detour and travel disruption on a trip to anywhere in the world.

There is no **policy excess** under annual travel cover unless stated otherwise.

What is covered

Personal accident

We will pay an **insured person** £50,000 if during the **trip** an **insured person** suffers an accident resulting in:

- death
- loss of limb(s) and/or eyes
- permanent total disablement

Subject to the following provisions and limitations:

- death or **permanent total disablement** occurring within 52 weeks of the accident
- compensation not being paid, as a result of an accident, if the **insured person** is merely unable to take part in sports, pastimes and social activities
- compensation for death being limited to £1,000 where the **insured person** is a minor or aged over 18 and still undergoing full-time education
- compensation payable for either death or **permanent total disablement** arising out of the same accident

Annual travel cover

Emergency medical expenses

We will pay up to £10,000,000 per **insured person** per **trip** in respect of:

The following usual, customary and reasonable expenses necessarily incurred as a result of an **insured person** becoming ill or sustaining **personal injury** during a **trip** outside that **insured person's** normal country of residence or domicile, once agreed in advance with the Assistance Company:

- medical, surgical and hospital charges (including dental charges for the relief of immediate pain only), ambulance, nursing home and nursing attendance charges
- additional repatriation costs
- additional hotel expenses
- travel and hotel expenses of one relative or one friend or a qualified nurse, who is required on medical advice to travel to, remain with or escort the **insured person** if severely injured or seriously ill
- funeral expenses abroad or the additional cost of returning the mortal remains to the **insured person's** normal country of residence or domicile
- the cost of storing personal effects for up to three months or of returning them to the **insured person's** normal country of residence or domicile
- if within 90 days of returning from a **trip**, the **insured person** is suffering from, or contracts a tropical disease as a direct result of the **insured person** being ill in an infected region abroad, then the **insured person** may claim for treatment costs in the **United Kingdom**. The disease must have been contracted and diagnosed during the **insured person's trip** and during the **period of insurance**. The **insured person** must have taken all available precautions prior to, during and after the **trip**

In addition, we will pay £25 for each completed 24 hours and up to £500 in all, for any time that an **insured person** spends in hospital as an inpatient as a result of illness or **personal injury** sustained during a **trip**.

The cost of emergency recovery in the event of an accident on ski slopes is included.

We will only pay claims arising directly or indirectly in respect of costs incurred outside the **insured person's** country of residence or domicile.

You must pay the first £250 of each and every claim.

Annual travel cover

Cancellation, loss of deposits and curtailment

We will pay up to £5,000 per **insured person** per **trip** as reimbursement for unused travel and accommodation expenses, paid or contracted to be paid, if the **trip** is necessarily and unavoidably cancelled, or curtailed, as a direct result of any cause listed below, provided no other party is liable for those expenses:

- accidental injury, illness or death of:
 - the **travelling companion** or any person with whom an **travelling companion** is travelling or had arranged to travel
 - a **business colleague**
 - a **close relative**
 - any person with whom the **travelling companion** had temporarily arranged to reside with during a **trip**
- compulsory quarantine, jury service (where postponement has been denied by the Clerk of Court), witness call of the **insured person** or any person with whom an **insured person** had arranged to travel
- any damage to **your** main **home** or **business** premises in the **United Kingdom** necessitating the **insured person's** cancellation of, or return from, the **insured person's** **trip** or any police request for the **insured person's** presence following a burglary or attempted burglary at **your home** or place of **business**, within 10 days prior to the date of the **trip** departure
- any official requirement for an **insured person** to attend to emergency duty in military, medical or public service
- a government regulation or any recommendation not to travel by bodies such as the Foreign Office or the World Health Organisation following an epidemic or natural disaster which prohibits an **insured person** from travelling
- a travel delay which results in a delay of at least 12 hours in the outward journey and the **insured person** chooses to cancel the **trip** completely. Cancellation insurance is effective immediately the **trip** is booked, or at the commencement of **your policy**, whichever is the later and terminates on commencement of the **trip**

You must pay the first **£250** of each and every claim.

Exclusions

We will not pay any claims arising from **you** not wanting to travel or not enjoying **your trip** and we will not pay any claims for curtailment of a **trip** unless certified by the treating doctor that such curtailment was necessary and authorised by the assistance company.

Annual travel cover

Scheduled airline failure cover

What is covered

We will pay you, up to the value of the plane ticket for:

- Irrecoverable sums paid in advance in the event of the insolvency of the scheduled airline provider
- Additional costs incurred in replacing part of the flight arrangements to a similar standard to that originally booked

You must pay the first £250 of each and every claim.

Delay and detour

If the departure of the aircraft, sea vessel, coach or train in which an **insured person** is booked to travel, is delayed, re-routed or cancelled due to industrial action, strikes, riots, hijack, adverse weather conditions or mechanical breakdown we will pay:

- £50 per delayed **insured person** per **trip** for more than four hours delay or
- £100 per delayed **insured person** per **trip** for between 12 and 24 hours delay or
- £200 per delayed **insured person** per **trip** for more than 24 hours delay

Travel disruption

We will pay, in respect of any stage of the **trip**, up to £1,000 per **insured person** per **trip**, for the reasonable additional costs of transport and accommodation incurred to reach their destination, if the **insured person** fails to reach the port, airport or station in time for a scheduled departure as a result of:

- the failure of public transport due to industrial action, riots, hijack, adverse weather conditions or mechanical breakdown
- an accident to, or breakdown of, an **insured person's** own or hire car provided that the claim is supported by a bill for repairs and that the car is under 10 years old

You must pay the first £250 of each and every claim.

Hijack

We will pay each **insured person** a benefit of £500 per day for every complete 24 hours lost up to a maximum of £5,000 per **trip** if the **insured person** is prevented from reaching the scheduled destination because of the hijack of the aircraft or other conveyance in which they are travelling.

In addition, if due to hijack **your trip** extends beyond the agreed **policy** limits, **your policy** covers will be automatically extended, at no extra charge. This will be available up to a maximum of 12 months after the **trip** began.

Delayed baggage

We will pay up to £300 per **insured person** per **trip** to indemnify the **insured person** for emergency purchases necessarily made if baggage is temporarily lost in transit for longer than 12 hours and provided that the carrier or handling agent has been notified within three days of the occurrence and a Property Irregularity Report obtained.

Loss of documents

We will pay up to £1,000 per **insured person** per **trip** to indemnify the

Annual travel cover

insured person travelling for accidental loss or **damage** to their own travel tickets, passes, passports, green cards, credit cards, driving licences and records including any reasonable additional travel and accommodation expenses directly consequential upon any such loss whilst on a **trip** outside one's normal country of residence.

You must pay the first **£250** of each and every claim.

Catastrophe

We will pay up to £1,000 for irrecoverable travel or accommodation expenses, necessarily incurred by the **insured person**, so that the **insured person** may continue with their **trip**, or if the **trip** cannot be continued, to enable the **insured person** to return **home**, in respect of a requirement for the **insured person** to move from their pre-booked accommodation as a result of fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, medical epidemic or local government directive, which is confirmed in writing by local or national emergency services.

You must pay the first £250 of each and every claim.

Disappearance

If an **insured person** disappears and it is reasonable to believe after a minimum period of 12 months that death has occurred as a result of an accident, we will pay the compensation available under the personal accident cover, subject to a signed undertaking that the payment will be refunded if the **insured person** is subsequently found to be alive.

Winter sports

Cover for skis, piste and avalanche closure and ski expenses is provided for an **insured person** who is on a **trip**.

The maximum number of days per trip is 31, and 90 days in total per **period of insurance**.

Skis

We will pay up to £500 per pair, per **insured person**, per **trip** if the **insured person's** own ski or snowboard equipment is accidentally lost, stolen, damaged or destroyed. We will pay up to £750 for equipment that is hired.

We will pay £50 per day subject to a limit of £750 per **insured person** per **trip**, for the cost of hiring ski equipment if the **insured person's** own ski equipment or the ski equipment originally hired by the **insured person** is accidentally lost, stolen, damaged or destroyed or misdirected by the carrier.

Piste and avalanche closure

We will pay £50 per day subject to a limit of £750 per **insured person** for piste or avalanche closure.

Ski expenses

We will pay up to £250 per **insured person** per week subject to a limit of £1,000 per **trip** for the proportionate value of any ski pass, hire or tuition fee necessarily unused due to:

- accident or illness of an **insured person**
- loss or theft of a ski pass

Vehicle hire excess waiver

We will reimburse **you** up to £1,000 for any monetary loss or deductible that **you** are legally liable to pay in respect of physical **loss or damage** to a rental vehicle hired by **you** outside the **United Kingdom** provided:

- the rental car is rented from a licensed rental agency
- **you** comply with all the requirements of the rental agency under the

Annual travel cover

hiring agreement and all the requirements of the vehicle insurer

- as part of the hiring agreement **you** take up all comprehensive motor insurance offered by the rental agency, whether discretionary or mandatory, against **loss or damage** to the rental vehicle during the rental period

Supplementary Liability Cover

Excess Motor Third Party Liability and Un-insured Motorist Insurance

This cover provides the following:

Excess motor third party liability

We will pay the balance, over and above the primary insurance provided by the vehicle rental company, up to US \$1,000,000 as a total payment to any Third Party. This is a combined single limit (i.e. this cover 'tops up' any primary insurance that the Rental Company is mandated to carry, to a maximum limit of US \$1,000,000) for claims made against **you** for injury or property damage which exceed the rental company's cover.

This cover does not provide any cover over and above a primary limit of US \$1,000,000.

What is covered

We will pay any **damages you** are legally liable to pay in accordance with the laws of the jurisdiction in which the claim and/or suit arose for bodily injury, including death resulting from damage caused by accident arising out of the use of any vehicle borrowed, leased or rented by **you**.

The words "bodily injury", and "injury" when referring to bodily injury, includes "sickness or disease". The words "property damage" means injury to, or destruction of tangible property.

The indemnity provided by this **policy** shall apply only if:

- that amount in excess of the mandatory minimum liability limits required of the rental vehicle company in order to licence the vehicle rented within the state where the vehicle was collected, and
- that amount in excess of amounts recoverable under any other applicable insurance, and the maximum **we** will pay in respect of all claims arising from any one accident shall be the difference between the amount of the mandatory minimum liability limits required of the rental car company within the state where the vehicle was collected and/or the amount recoverable under any other insurance and US\$1,000,000

What is not covered

This cover does not apply to claims made against **you** by any person related to **you** by blood, marriage or adoption in those states where such claims are either prohibited by law or are legally unenforceable.

Un-insured motorists compensation

We will pay compensation due to **you** if injured by an Un-insured Motorist, or one whose insurance is repudiated by his/her insurance company.

The most that we will pay is US \$100,000 for any one accident and no more than US \$100,000 in total.

Annual travel cover

Hit and run motorist compensation

We will pay awards in respect of injury or damage to property of **you** caused by an un-identified or untraceable motorist.

The most that we will pay is US \$100,000 for any one accident and no more than US \$100,000 in total.

What is covered

We will pay **you** all sums which **you** shall be legally entitled to recover as **damages** from the owner or operator of an uninsured vehicle because of bodily injury and/or property damage sustained by **you**, caused by accident and arising out of the ownership, maintenance or use of the uninsured vehicle. The most that **we** will pay is US \$100,000 for any one accident and no more than US \$100,000 in total.

Inadequately insured motorists compensation

We will pay **you** the remaining balance of compensation awarded to **you** following injury by any motorists whose insurance is inadequate to meet the awards made.

The most that **we** will pay is US \$100,000 for any one accident and no more than US \$100,000 in total.

What is covered

We will pay **you** all sums which **you** shall be legally entitled to recover as **damages** from the owner or operator of an uninsured vehicle because of bodily injury and/or property damage sustained by **you**, caused by accident and arising out of the ownership, maintenance or use of such underinsured vehicle. The most that **we** will pay is US \$100,000 for any one accident and no more than US \$100,000 in total.

The travel section is underwritten and administered by:
White Horse Insurance Ireland Limited, 14 Clyde Road, Ballsbridge,
Dublin 4, Republic of Ireland.

Travel optional extensions

Your Zurich Private Clients annual travel cover can be extended to include the following extensions. This is subject to underwriting criteria and any additional premium being paid:

Travel optional extensions only apply if detailed in **your policy schedule**.

Backpackers policy cover

We will extend the Annual travel cover to include backpackers, independent travellers, gap year and student travel. The extension schedule should be read together with **your** annual travel cover wording and the following amendments in cover apply.

For the purposes of this section only, **policy** cover will apply for a maximum of 12 months, or up until the Zurich Private Client **policy** is cancelled or lapsed, whichever occurs first. The trip must commence during the **period of insurance**.

Amended limits of cover:

| | Sum Insured | Excess |
|---------------------------|-------------|--------|
| Medical Expenses | £1,000,000 | £100 |
| Cancellation/curtailment | £1,500 | £100 |
| Personal Accident (Adult) | £20,000 | £100 |
| Personal Accident (Child) | £2,000 | £100 |

Hazardous sports and activities cover

Your Zurich Private Clients **policy** is extended to include:

Cover can be extended for any of hazardous sports and activities as listed below, provided they are not played or engaged in, by **you**, on a professional or semi-professional basis and conducted under adequate supervision:

- Bobsleigh
- Bungee jumping (maximum of 2 jumps any one trip)
- Competitive sports played in a pre-organised tournament or event
- Dirt bikes
- Diving
- Hang gliding
- Heli skiing
- Hot dogging
- Lugeing
- Mountaineering/rock climbing using ropes and guides
- Parachuting/ Sky diving (maximum 2 jumps any one trip)
- Paragliding over land

Travel optional extensions

- Quad biking
- Racing
- Scuba diving up to a depth of 30 metres
- Ski doos
- Ski jumping
- Tobogganing
- White water canoeing or rafting

What is covered

Aerial activity cover

This **policy** is extended to cover an **insured person** engaging in flying as a passenger in a single engine aircraft, including a helicopter, subject to the following:

- 1) The aircraft must be fully licensed as a passenger carrying aircraft;
- 2) All cover under the personal accident cover is excluded;
- 3) Cover is restricted to flights within and between countries on the continent of **Europe** west of the Ural Mountains, the UK, Ireland, Cyprus & Malta, the coastal waters of such countries and all islands belonging to these countries except Madeira, Canary Islands and the Azores. No cover applies in respect of Turkey or it's islands.

You must pay the first **£250** of each and every claim.

What is covered

Search and rescue cover

Up to the sum insured show in the limits of cover for reasonable additional costs necessarily incurred (and agreed in advance with the Assistance Company) as a result of an incident which involved Search & Emergency Rescue of **you** for a period of not exceeding 72 hours from the time at which **you** first summoned assistance.

What is not covered

The first £500 for each incident claimed under this section

Additional limits of cover:

| | Sum Insured | Excess |
|-------------------|-------------|--------|
| Worldwide (ex UK) | £50,000 | £500 |
| UK only | £10,000 | £500 |

Annual travel conditions

These annual travel cover conditions, as well as the general **policy conditions**, apply to the annual travel cover of **your policy**.

Maximum age limit

If at the time of taking out this **policy**, an **insured person** is 75 years of age or above or will turn 75 years of age in the period of insurance, or an **insured person** is 75 at any **policy** renewal date or will turn 75 years of age in the next **period of insurance** then the **insured person** must call the medical pre-screening company on 0845 250 5376 for acceptance. An additional premium will be charged.

Any additional cover agreed because of the **insured person** age by the medical pre-screening company only applies for the current **period of insurance**. At the next renewal the **insured person** will need to contact the medical pre-screening company again and pay a further additional premium for any future **period of insurance**.

Specific claims conditions

In the event of any circumstance which could give rise to a claim, all medical records, notes and correspondence must be made available to the medical adviser or advisers appointed by **us**. These advisers are entitled to examine the **insured person** as often as is considered necessary in order to review the claim.

Proof of loss

Under the cover for delay and detour, travel disruption, hijack, catastrophe and winter sports, **we** will not pay for any claim that is not supported by a signed document or certificate confirming the relevant information **we** require from the carrier, tour operator or relevant authority.

All claims, together with supporting documentation, must be submitted in writing to **us** within 21 days of the end of the **trip**.

Cover only applies in the event that both the outward and the inward journeys of a **trip** occur during the **period of insurance** unless **your policy** has been renewed.

You will reimburse, within one month of the end of the **trip**, any expenses incurred by **us** on an **insured person's** behalf, which are not covered by **your policy**.

Under the personal accident section of **your** travel cover:

- The **insured person** is required, as soon as is reasonably practicable, to notify **us** of any accident which might give rise to a claim under this insurance or the death of an **insured person** resulting from or alleged to result from an accident
- the **insured person** must, as soon as possible following an accident, be placed in the care of a duly qualified medical practitioner

Annual travel conditions

Assistance company

Tel: +44 162 588 6994 - **You** must contact the Emergency Assistance company in the event of becoming ill or sustaining personal injury during a **trip** outside **your** normal country of residence and incurring medical expenses in excess of £500, being admitted to hospital, or curtailing **your trip** for medical reasons, **you** must contact the Assistance Company as soon as possible and liability shall only attach for expenses agreed in advance by them. Failure to notify the Assistance Company will prejudice the Insurer and may result in the Insurers non-acceptance of liability for such claims.

Pre-existing medical conditions

If **you** are aware that **you** or any insured person has:

- a pre-existing medical condition (other than those listed in the Accepted Medical Conditions list) that could force **you** to cancel or cut short **your trip**;
- been admitted as an inpatient to hospital in the last 24 months;
- suffered from, or received any form of medical advice, treatment or medication for:
 1. Any Heart or Circulatory related condition (including hypertension, Angina, Stroke)
 2. Any Lung or Breathing related condition (other than inhaler controlled and mild Asthma, suffered in isolation)
 3. Any Cancerous condition
 4. Any Kidney related disorder

Then **you** must contact the Medical Pre-screening company in order to arrange cover for that condition, an additional premium will be charged. Contact the Medical Pre-screening company on **0845 250 5376**, failure to advise the Medical Pre-screening company of a pre-existing medical condition or to pay the additional premium charged will result in claims for those undisclosed conditions not being paid.

This is an annual process and **you** must contact the medical pre-screening company at every renewal of the **policy**.

Please note that cover cannot be offered for any pre-existing Medical Condition if **you**, or the person **you** are travelling with:

- Are awaiting the results of medical tests or investigations
- Are travelling against the advice of a medical practitioner
- Are travelling for the purpose of obtaining medical treatment
- Are on a hospital waiting list
- Are receiving on-going dialysis treatment
- Have been given a terminal prognosis
- Have a psychological condition (including anxiety, stress, depression, psychiatric or eating disorders, phobias)

Annual travel conditions

Accepted medical conditions

You do not need to contact Us if the ONLY Medical Condition(s) You have appears in the following list:

- Achilles tendon injury
- Allergy-not requiring prescriptive treatment
- Anal fissure/fistula
- ADHD (Attention Deficit Hyperactivity Disorder)
- Benign prostatic enlargement
- Blindness
- Broken bone (not head or spine)
- Carpal tunnel syndrome
- Cataracts
- Chicken pox
- Colitis (no hospital admissions in the last 12 months)
- Common cold/influenza
- Corneal graft
- Cyst-breast
- Cyst-testicular
- Cystitis
- Deafness
- Diarrhoea and/or vomiting
- Dislocated hip (not replacement hip)
- Dyspepsia
- Eczema
- Epididymitis
- Essential tremor
- Gastric reflux
- Glandular fever (not within 3 months of the planned Trip)
- Glaucoma
- Gout
- Haemorrhoids
- Hay fever
- Hernia (not hiatus)
- Hip replacement
- HRT (hormone replacement therapy)
- Hyperthyroidism (overactive thyroid)
- Hypothyroidism (underactive thyroid)
- Hysterectomy
- IBS (Irritable Bowel Syndrome)
- Impetigo
- Macular degeneration
- Menorrhagia
- Migraine (confirmed diagnosis, no ongoing investigations)
- Myalgic Encephalomyelitis (if only symptom is fatigue)
- Nasal polyps
- Neuralgia, Neuritis
- Nut allergy
- Osteochondritis
- Pelvic inflammatory disease
- PMT (pre-menstrual tension)
- Pregnancy (no complications)
- Psoriasis
- Reflux oesophagitis
- Retinal detachment
- Rheumatism
- Rhinitis
- RSI (repetitive strain injury)
- Shingles
- Shoulder injury
- Sinusitis
- Sleep Apnoea
- Tendon injury
- Urticaria
- Varicose veins-legs only (if GP has confirmed that client is fit to travel)
- Tinnitus
- Tonsillitis

Annual travel exclusions

The following exclusions apply to the annual travel cover of **your policy**. Please also refer to the general **policy** exclusions, general **policy** conditions and annual travel conditions.

We do not cover an insured person for:

- any losses or claims relating to full-time manual or hazardous work
- suicide, intentional self-injury, insanity, psychiatric disorders, nervous conditions, anxiety, stress or depression, the effects of alcohol, the use of any drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction)
- venereal disease and injury, illness, death, loss, expenses or other liability attributable to HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) and/or any mutant derivative or variation thereof, however caused
- wilful exposure to exceptional danger other than in an attempt to save human life
- any losses or claims in respect of property or expenses more specifically insured, or any claim but for the existence of this insurance would be recoverable under any other insurance **policy**

Aerial activity

We do not cover an **insured person** engaging in flying other than whilst travelling as a passenger in a multi-engined aircraft on a properly licensed commercially operated flight.

Medical advice

We do not cover any claims arising due to the **insured person's** failure to obtain any recommended vaccines / inoculations or medications prior to departure of the **insured person's trip**.

Personal accident

We will not pay for any claims arising out of any naturally occurring condition, degenerative process or gradually operating cause.

We will not pay claims arising out of an **insured person** travelling on **business trips** in the **United Kingdom** unless travelling as a fare-paying passenger in an aircraft or sea-going vessel on a regular scheduled service.

Professional sports

We do not cover an **insured person** engaging in any sport as a professional.

Terrorism

We do not cover acts of terrorism whether war be declared or not but this exclusion does not apply to any losses under the following **policy** covers:

- hijack
- medical and emergency expenses
- personal accident

unless the act of terrorism was already taking place when the trip commenced.

Watercraft cover

Watercraft cover only applies to **your policy** if shown in **your policy schedule** and only to **watercraft** not exceeding 23 feet or 7 metres in length.

Definitions

The words and phrases defined below that have the same specific meaning under this part of **your policy** and throughout this part of **your policy** will be in bold type.

- Agreed value** Is the amount shown on **your policy schedule** which represents the value of **your watercraft** agreed by **you** and **us**. This is the most **we** will pay **you** if **your watercraft** is lost or totally destroyed.
- Watercraft** The **watercraft** described in **your policy schedule** including gear and equipment that would normally be sold with the **watercraft**. If the **watercraft** is 18 feet (5.5 metres) or longer, **we** automatically provide cover for tenders up to £500 in value.
- Europe** European Union member states as well as Croatia, Norway and Switzerland.

How we will settle your claim

- Amount of cover** The most **we** will pay is the **agreed value** of the **watercraft** shown on **your policy schedule**.
- Payment basis** For a covered loss to **your watercraft** **we** will settle **your** claim as follows:
- Total loss** If **your watercraft** is stolen or it is totally destroyed, **we** will deem the **watercraft** to be a total loss and will pay **you** the **watercraft agreed value** shown on **your policy schedule** or provide a replacement **watercraft** of a similar age, size and type. Reasonable replacement or repair to be considered sufficient, even if the appearance and condition of the **watercraft** is not the same as prior to the claim.
- We** will reduce **our** payment by any amount paid for a previous loss to the **watercraft** if the damage was not repaired.
- A **watercraft** is considered to be stolen when the entire **watercraft** is taken illegally and not recovered within 30 days.
- A **watercraft** is considered to be totally destroyed when the salvage value, which is determined by **us**, plus the repair cost, is equal to or greater than the **agreed value**.
- When **we** settle a claim as a total loss the salvage becomes **our** property.
- When **we** settle a claim as a total loss, **we** may be required to settle any outstanding finance or hire purchase agreement direct with the lender and deduct it from the amount payable to **you**.
- Partial loss** If **your watercraft** is partially damaged **we** will pay the amount required to repair or replace, whichever is less, the damaged parts without deduction for depreciation, up to the amount of cover for each **incident**.
- No repairs can commence without **our** prior approval.

Watercraft cover

Outboard motors

In the event of **loss or damage** to the outboard motors, **we** will pay the current replacement cost less 10% per year since date of manufacture, up to a maximum deduction of 50%.

Sails and protective covers

If sails or protective covers are more than three years old when **loss or damage** occurs, **we** will only pay for two-thirds of the replacement cost.

Costs

We will pay reasonable costs incurred by **you** in respect of official inquiries and/or coroners' Inquests.

We will also pay reasonable costs incurred by **you** for settling or defending any claim provided **you** have **our** prior written agreement.

Excess

An **excess** shown on **your policy schedule** applies to each and every covered loss unless stated otherwise.

Watercraft damage cover

Watercraft loss or damage

What is covered

We will pay for **loss or damage** to **your watercraft**, outboard motors, trolley and trailers unless stated otherwise in **your policy** or unless an exclusion applies whilst:

- ashore
- in transit by road
- afloat on inland and coastal waters up to 12 nautical miles offshore of the **United Kingdom** and **Europe**

This cover is provided while **you** and any person with **your** permission are in control of the **watercraft**.

Additional covers

These covers are included in **your watercraft** cover and are in addition to the sum insured for **your watercraft** unless stated otherwise in **your policy** or an exclusion applies.

Preventing or minimising a loss

We will pay reasonable costs up to £3,000 incurred in preventing or minimising a loss, including salvage for a covered loss under **your policy**.

Removal of wreck

We will pay the reasonable costs up to £3,000 for attempted or actual raising, removal or destruction of the wreck of **your watercraft** or any failure to do so, resulting from a covered loss for physical **loss or damage** under **your policy**.

What is covered

Third party liability

We will cover **your** legal liability up to the limit stated on **your policy schedule** to compensate other people if someone dies or is injured, or property is damaged, as result of **your** interest in the **watercraft**.

This cover is provided while **you** and any person with **your** permission are in control of the **watercraft**.

Watercraft cover conditions

These **watercraft** cover conditions, as well as the general **policy** conditions, apply to the **watercraft** cover of **your policy**.

- Duties after a loss** If an **incident**, which may be covered by this **policy** occurs, **you** must perform the following duties for cover to apply:
- Notification** Notify **us** or **your** agent of any accidents, claims or legal proceedings in connection with **your policy** as soon as possible. **You** should also notify the police as soon as possible if the **loss or damage** is caused by theft or attempted theft, accidental loss, malicious persons or vandals and **you** should keep a note of any reference number they give **you**.
- You** must also notify **us** of any impending prosecution, coroner's inquest or fatal accident inquiry involving anyone where cover is provided by this **policy**. No negotiation, admission or refusal of any claim must be entered into without **our** prior consent.
- Proof of loss** Provide **us** with any property, records, documents, information or evidence including contact details of all witnesses, likely claimants and persons against whom a recovery might be made, that **we** request at **your** own expense and grant **us** free access at all reasonable times to examine **your watercraft**.
- Co-operation** Co-operate with **us** fully in any legal defence by helping **us** to make settlement, to enforce any right of contribution or indemnity against any person or organisation who may be liable to **you**, to attend hearings and trials, and to secure and give evidence and obtain the attendance of witnesses.
- You** must send any writ or summons or comparable foreign documentation to **us** immediately it is received. **We** will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by **your policy**, including proceedings for recovering any claim.

Watercraft cover exclusions

The following exclusions apply to the **watercraft** cover of **your policy**. Please also refer to the general **policy** exclusions, general **policy** conditions and **watercraft** conditions.

What is not covered

We do not cover any **watercraft** which is registered outside the **United Kingdom**.

We do not cover any **loss or damage** arising from wilful misconduct or acts of recklessness by **you** or other persons in control of **your watercraft** including, but not limited to, conduct when under the influence of alcohol or drugs.

We do not cover any **loss or damage** arising from hire, charter, reward or any other commercial activity.

We do not cover any **loss or damage** arising from the **watercraft** being left unattended afloat on moorings, unless **you** have **our** prior agreement. However, **watercraft** 18 feet (5.5 metres) in length or longer are permitted to be moored on a recognised marina berth.

We do not cover any **loss or damage** arising whilst the **watercraft** is more than 12 nautical miles offshore.

Watercraft damage cover

We do not cover any **loss or damage** to moorings.

We do not cover theft of tenders unless permanently marked with the name of the parent **watercraft**.

We do not cover theft of outboard motors attached to the **watercraft** unless it is securely locked by an anti-theft device, in addition to its normal method of attachment.

We do not cover theft of outboard motors unless **you** have safely recorded the serial number.

We do not cover theft of fixed gear and equipment from the exterior of the **watercraft** unless violence and force are used.

We do not cover any **loss or damage** resulting from electrolysis, osmosis, wicking or like conditions.

We do not cover scratching, denting, bruising and chafing whilst in transit by road, rail, air or ferry.

Watercraft cover exclusions

Third party liability cover

We do not cover any liability you incur whilst the **watercraft** is in transit by road.

We do not cover any liability you incur due to accidents or illness of persons contracted by you in any capacity whatsoever in connection with your **watercraft**.

We do not cover any liability you incur as a result of any persons engaged in an underwater sport or activity from the time of leaving the **watercraft** until safely within the **watercraft**.

We do not cover any liability you incur due to accidents occurring whilst any person is being towed, or preparing to be towed, by the insured **watercraft** for the purpose of engaging in paragliding, towing of inflatable toys, hang-glide-skiing, water-skiing, ski-kiteing or similar sports or after such person has been towed until safely within the **watercraft**.

Craft with a maximum design speed in excess of 20 mph/17 knots

We do not cover any **loss or damage** whilst the **watercraft** is participating in racing, speed tests or connected trials. We do not cover theft of outboard motors attached to the **watercraft**, unless it is securely locked by an anti-theft device which prevents retaining bolts/clamps being undone in addition to its normal method of attachment.

We do not cover fire and explosion where the **watercraft** is fitted with inboard machinery, unless it is equipped with automatic or remote-controlled fire extinguishing apparatus in the engine compartment.

General policy conditions

These conditions apply to the whole of **your policy** and all of the covers in it.

Abandoning property

You cannot abandon property to **us** or a third party without **our** prior written consent.

Arbitration

If **we** accept **your** claim, but **you** disagree over the amount **you** will be paid, **you** and **we** may refer the dispute to an independent arbitrator who will be appointed in accordance with current law in order to reach a mutual agreement. When this occurs, the arbitrator must decide on an award before **you** can bring proceedings against **us**.

Assignment

Nobody covered by this insurance **policy** may assign or turn over any right or interest in this **policy** to anybody else without **our** prior written consent.

Bankruptcy or insolvency

We will meet **our** obligations under this **policy** irrespective of whether **you** become bankrupt or insolvent during the **period of insurance**.

Building works

You must provide **us** with full details of any building work or application heat processes including restoration, repair, redecoration, maintenance or other similar work, where the estimated value of the works is in excess of £25,000, or before the signing of any contract which, in any way, removes or limits **your** legal rights against a contractor.

No cover is provided under this **policy** for any **loss or damage**, directly or indirectly caused by or relating to the work or application of heat process unless **we** have been provided with full details of the work being undertaken and **we** have agreed to this in writing.

Cancellation by you

You may cancel this **policy** at any time by telephoning **us** and returning the **policy** or by writing to **us** and advising **us** of the date **you** wish cancellation to be effective from.

Any return premium will be calculated on a pro-rata basis and no refund will be given if a claim has been paid or is outstanding at the time of cancellation.

Cancellation by us

We may cancel **your policy** or any part of it by sending **you** seven days notice by recorded delivery to **your** last known address.

Any return premium will be calculated on a pro-rata basis and no refund will be given if a claim has been paid or is outstanding at the time of cancellation.

Cancellation of a policy due to non-payment

If **you** are paying **your** premium in instalments and **you** miss a payment, **we** may cancel **your policy** giving **you** seven days notice to **your** last known address. If **you** have not paid **your** premium, **we** may refuse **your** claim or take any unpaid premiums from any claim payment **we** make to **you**.

Carriers or bailees

We will not pay a benefit under this **policy** to any carrier or bailee of damaged property.

Concealment of fraud

We will not make any payment under **your policy** and all cover will end if, whether before or after a loss, **you**, an **insured person** or anybody acting on **your** or their behalf has intentionally concealed or misrepresented any material fact or circumstance, engaged in fraudulent conduct, or made false statements relating to this insurance. **You** should show this notice to anyone who has an interest in the property insured under the **policy**.

General policy conditions

Cover enhancements

We may extend or broaden the cover provided by this **policy**. If we do this during the **period of insurance** without increasing the premium, the extended or broadened cover will apply to **your policy** with effect from the date we make the changes in cover.

Duplicate cover

If a loss is payable under more than one part of **your policy**, we will pay **you** under the part that gives **you** the most cover, but not under more than one part. However, if **you** have both unspecified **valuables** and **contents** cover shown on **your policy schedule** and a loss is covered under both parts, **your** amount of cover will be the combined value of the **contents** and **valuables** unspecified limits subject to the special limits under **contents**. In no instance will we make duplicate payments.

When **valuables** are specified on **your schedule** your cover is limited to the specified sum insured on **your policy schedule** for that specific **valuable** item.

Duty of care

You must maintain **your** property in a good state of repair and **you** must also take all reasonable steps to prevent accidents, injury, illness, **loss or damage**.

Examination under oath

We have a right to examine **you** under oath as often as we require. We may ask **you** to give us a signed description of the circumstances surrounding a loss and to provide us with any records, documents, information or evidence that we request.

Governing law

English Law applies to the legal expenses section of **your policy**. The rest of **your policy** is governed by the law that applies to where **you** reside within the **United Kingdom**. If there is any disagreement about which law applies, English law will apply. **You** agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate with **you** in English.

Mortgagee's clause

The interest of the mortgagee shall not be prejudiced by any act or neglect by **you** or any legal occupier of the **home** that increases the risk of **loss or damage** without the authority or knowledge of the mortgagee, providing that the mortgagee, as soon as reasonably possible after becoming aware of the increased risk, shall give notice to us and pay an additional premium if required.

Notifying us of a change

You must inform us if any of the information on which this insurance is based changes. Failure to do so may result in **your** insurance no longer being valid and claims not being met. If in doubt about any change please inform us. If **your policy** is amended as a result of any change we will be entitled to vary the premium and terms for the rest of the **period of insurance**. **You** should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

Other insurance

If, at the time of a loss covered by this **policy**, there is any other insurance covering the same loss, damage, accident, liability, or any part of it, we will only pay our rateable proportion of the loss that the limit of liability under this **policy** bears to the total amount of insurance covering the loss.

Period of insurance

The **period of insurance** is shown on **your schedule**. All covers on this **policy** only apply to incidents that occur during the **period of insurance** stated on **your schedule**.

General policy conditions

Policy changes No change or modification to this **policy** shall be effective except if confirmed in writing by **us** or unless covered under the cover enhancements condition of **your policy**.

Right to renew If **you** pay the premium to **us** using **our** premium instalment scheme, **we** will have the right (which **we** may not use) to renew the **policy** each year and continue to collect premiums using this method. **We** may vary the terms of the **policy** (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew the **policy** as long as **you** inform **us** before the next renewal date **we** will not renew it. **Our** right to renew this **policy** does not affect **your** cancellation rights detailed on page 5 and page 69 of **your policy**.

Rights of third parties **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Direct debit installment scheme If **you** pay the premium to **us** using **our** (or associated) Direct Debit installment scheme **we** will have the right (which **we** may not use) to renew the **policy** each year and **we** will continue to collect premiums using this method. **We** may vary the terms of the **policy** (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew the **policy**, as long as **you** tell **us** before the next renewal date, **we** will not renew it.

Our right to renew this **policy** does not affect your cancellation rights shown on page 75 and as noted above.

General policy exclusions

The following general **policy** exclusions apply to the whole of **your policy**. Any further exclusions are shown in the section of cover to which they apply.

| | |
|---|--|
| Acts of war | We do not cover any loss or damage that is a consequence of war, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. |
| Biological and chemical hazards | We do not cover any loss or damage , any expense, consequential loss or any legal liability arising directly or indirectly by biological or chemical contamination regardless of how it was caused. |
| Computer error | We do not cover any loss or damage resulting from an error in computer programming or instruction to the computer, but we do cover any resultant damage provided no other exclusions apply. |
| Confiscation | We do not cover any loss, damage or liability caused by or resulting from your property being confiscated, taken, damaged or destroyed by or under the order of any government or public authority. |
| Defective design, workmanship maintenance or materials | <p>We do not cover any loss or damage caused by, or resulting from defective design, workmanship, maintenance or materials. However, we do cover any resultant damage unless another exclusion applies.</p> <p>We do not cover any loss or damage caused by a mechanical or electrical fault, breakdown or failure. However, we do cover any resultant damage unless another exclusion applies.</p> |
| Deliberate or criminal acts | We do not cover any loss or damage caused by criminal acts, deliberate acts or deliberate omissions by you or anyone acting on your behalf. |
| Frost | We do not cover any loss or damage caused by frost. |
| Gradual loss | We do not cover any loss or damage caused by a gradually operating cause including normal deterioration, warping, action of light, frost, damp, corrosion, rust and any kind of rot, mould or fungus. |
| Loss by animals | We do not cover any loss or damage caused by vermin, insects or rodents. |
| Consequential loss | We do not cover consequential loss of any kind incurred by you or your family. |
| Nuclear or radiation hazards | <p>We do not cover any loss or damage to property or any expense, consequential loss or legal liability (other than liability to your domestic employees) directly or indirectly caused by, or contributed to, by or arising from:</p> <ol style="list-style-type: none">ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuelthe radioactive, toxic, explosive or other hazardous or contaminating properties of any Nuclear Installation, Nuclear Reactor or other nuclear assembly or nuclear component thereofany weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter |

General policy exclusions

- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not exclude radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

For the purposes of this General policy exclusion the following special meanings will apply:

'Nuclear Installation' shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

'Nuclear Reactor' shall mean any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

Riot and civil commotion

We do not cover any **loss or damage** arising from riot or civil commotion occurring elsewhere other than in Great Britain, the Isle of Man or the Channel Islands.

Sonic bangs

We do not cover any **loss or damage** arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Additional helpline services

These services are only available if **you** have a **contents** sum insured shown on **your policy schedule**. We provide these services 24 hours a day, seven days a week during the **period of insurance**. All helplines apply to the **United Kingdom** of Great Britain and Northern Ireland unless otherwise stated.

To help **us** check and improve our service standards, we record all calls, except those to the counselling service.

To contact these services phone us on

0800 096 9999

Eurolaw legal advice service

We will give an **insured person** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax advice service

We will give an **insured person** confidential advice over the phone on personal tax matters.

Health and medical information service

We will give an **insured person** information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists.

Between the hours of 12pm and 9am we will take a message and one of our Health and Medical Advisors will contact the **insured person** the next day or at an agreed time.

Counselling

We will provide an **insured person** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

For the following four helpline services, **you** will be responsible for paying the costs for the help.

Domestic help

We will arrange help or repairs needed if you have a domestic emergency in **your** home, such as a burst pipe, blocked drain, broken window or building damage.

Veterinary help

We can help find a vet who can offer treatment if an **insured person's** pet is ill or injured.

Childcare help*

We can help an **insured person** find a range of childcare options in **your** area if an unforeseen event occurs (such as illness or injury to an **insured person**) and an **insured person** needs to make alternative childcare arrangements.

Home help*

We can help an **insured person** find cleaning staff, au pairs and housekeepers if an **insured person** needs assistance to run their home in a crisis (such as illness or injury to an **insured person**).

* We can provide **insured persons** with contact details for these services 24 hours a day seven days a week, but most of them only work during standard office hours. Outside of these times, we will contact them for the **insured person** the next working day and call the **insured person** back.

We will not accept responsibility if the Helpline Services are unavailable for reasons **we** cannot control.

Making a claim

No matter what time of day or night, **you** will be able to report an emergency, claim or **incident** and receive immediate assistance and advice from the Zurich Private Clients incident management team.

To make a claim or report an **incident**, please contact **your** insurance agent or call the telephone number listed below. **Our** telephone services are manned 365 days a year, 24 hours a day. The assistance phone number can be used for **incidents** relating to all the covers that are listed on **your schedule**.

You will need to provide **your** name, client membership number and details of the claim or **incident**.

In an emergency the incident manager will discuss the situation with **you** and make any emergency arrangements required, whether this is for an emergency plumber, glazier, electrician or a travel-related **incident**.

If **you** would like to make a claim under any part of **your policy**, the appropriate dedicated incident manager will be able to take all relevant details, advise on **policy** cover and agree with **you** on how best to resolve the situation swiftly and to **your** satisfaction.

For all property claims there is no need to fill out any forms and **we** can proceed with managing and resolving the **incident** immediately. **Your** dedicated incident manager will keep **you** updated as to progress on **your** claim all the way through until it is finalised.

Telephone inside the UK

0800 096 9999

Telephone from outside the UK

+44 162 588 6994

If **you** wish to report a claim in writing, please forward all relevant material to:

The Claims Department, Zurich Private Clients, PO BOX 3587,
Interface Business Park, Wootton Bassett, Swindon, SN4 4AJ
or **your** insurance agent.

Making a claim

Making an annual travel claim or obtaining travel advice

Annual travel cover only applies to **your policy** if shown in **your policy schedule**.

In the event of an emergency, a 24-hour medical emergency telephone service is available to provide advice, specialist support and assistance in co-ordinating a local medical solution or making repatriation arrangements if necessary. Please ensure **the insured person** has details of **your** insurance and all other relevant information to hand.

We are also able to provide **you** with a wide range of telephone travel advice by calling the same 24-hour helpline either before or after **your trip**. Advice can be given on topics such as the current worldwide requirements for visa and entry permits, current requirements for inoculations and vaccinations, details on climate, local languages, time differences, main bank opening hours and even motor restrictions, regulations, green cards and other insurance related issues.

Telephone inside the UK

0800 096 9999

Telephone from outside the UK

+44 162 588 6994

If **you** wish to report a claim in writing, please forward all relevant material to:

The Claims Department, Zurich Private Clients, PO BOX 3587,
Interface Business Park, Wootton Bassett, Swindon, SN4 4AJ
or **your** insurance adviser.

Making a legal expenses claim or obtaining legal advice

You have access to the 24 hour, seven days a week Zurich Private Clients legal helpline for confidential legal advice over the telephone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

If **you** need to make a claim under this section, please telephone the number below for advice. **We** will then send **you** a claim form to complete and return to:

The Claims Department, Zurich Private Clients, PO BOX 3587,
Interface Business Park, Wootton Bassett, Swindon, SN4 4AJ

Telephone inside the UK

0800 096 9999

Telephone from outside the UK

+44 162 588 6994

Our complaints procedure

We aim to provide the highest standard of service that will leave **you** with no cause for complaint. However, if **you** ever feel that **we** have not met the high standards **we** set ourselves and **you** have cause for complaint, **you** can telephone or write to **us** at the following address and **we** will give the matter **our** prompt attention:

Zurich Private Clients,
PO BOX 3586,
Interface Business Park,
Wootton Bassett,
Swindon,
SN4 4AH
Telephone: 0845 305 0000

If **you** have cause for complaint under the travel section please telephone Zurich Private Clients or write to **us** using the details above in the first instance or alternatively **you** should write to the following address:

White Horse Insurance Ireland Limited,
14 Clyde Road,
Ballsbridge,
Dublin 4,
Republic of Ireland.

If **you** have cause for complaint under the legal protection section please telephone Zurich Private Clients or write to **us** using the details above in the first instance or alternatively **you** should write to the following address:

DAS Legal Expenses Insurance Company Limited,
DAS House,
Quay Side,
Temple Back,
Bristol,
BS1 6NH

If **your** complaint is wholly or partly about the service of one of **our** third party providers, **we** will ensure it is forwarded to them promptly and let **you** know who is dealing with each aspect of **your** complaint.

Next steps if you are not satisfied with the response provided

We are dedicated to **our** customers and seek to do what is right, however, sometimes **we** may not be able to reach an agreement with **you**. If this is the case and **you** remain dissatisfied once **you** have received **our** response to **your** complaint, **we** will refer **your** complaint to **our** Customer Relations Team for a separate review. The Customer Relations Team will contact **you** to let **you** know they have received **your** complaint and when their review is complete they will provide **you** with a final response on behalf of Zurich.

Our complaints procedure

Our complaints procedure leaflet

A leaflet containing full details of our complaint procedure will be provided during the complaint handling process and is available on request.

The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within eight weeks, or if you remain dissatisfied following receipt of our final response letter, you can ask the FOS to formally review your case. You must contact the FOS within six months of our final response. The FOS contact details are as follows:

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London,
E14 9SR

You can telephone for free on:

0800 234 567 for people phoning from a "fixed line" (for example, a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect your legal rights. You are entitled to contact the FOS at any stage of your complaint.

For travel you should contact:

Financial Services Ombudsman Bureau,
3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2,
Republic of Ireland.

Telephone: +353 (0) 1662 0899

E-mail: complaint.info@financial-ombudsman.ie

Financial Services Compensation Scheme (FSCS)

Zurich Insurance plc and DAS Legal Expenses Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available at www.fscs.org.uk or by contacting the FSCS directly on **0800 678 1100**.



Zurich Private Clients

www.zurichprivateclients.co.uk

Zurich Private Clients is a trading name of Zurich Insurance plc. A public limited company incorporated in Ireland Registration No. 13460 Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA Registration No. 203093. These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Legal protection section is underwritten and administered by DAS Legal Expenses Insurance Company Limited, Registered office DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales Company no 103274. Authorised and regulated by the Financial Services Authority. FSA Registration No. 202106. These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Travel section is underwritten and administered by White Horse Insurance Ireland Limited, Registered office, 14 Clyde Road, Ballsbridge, Dublin 4, Republic of Ireland. White Horse Insurance Ireland Limited is regulated by the Irish Financial Services Regulatory Authority and the Dublin International Insurance and Management Association. FSA Registration No. 203320. These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Communications may be recorded or monitored to improve our services and for security and regulatory purposes.

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