

A modern rooftop terrace with a lounge area, potted plants, and a view of the ocean. The scene is bathed in warm, golden light, suggesting late afternoon or early morning. In the foreground, the back of a beige sofa with dark cushions is visible. The terrace floor is paved with large, light-colored tiles. A large, dark, cylindrical planter holds a tall, spiky plant. To the left, a white rectangular table sits on a small rug. In the background, a white railing and a building with horizontal panels are visible, with the ocean and sky in the distance.

Zurich Private Clients Home

Policy Document



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Welcome to Zurich Private Clients

Thank you for trusting us to insure and protect your valued possessions.

Zurich is one of the world's largest insurers with over 150 years' experience in protecting our customers against the unexpected, so you can rest assured that you're in safe hands. We have an experienced team of high net worth experts whose specialist knowledge in insuring high value properties, fine art, jewellery and annual travel, as well as high value motor vehicles, means we're able to accommodate your lifestyle and related insurance needs.

The real proof of an insurance policy is in the delivery and quality of the claims service. Our team of claims specialists are here to help, when you need us most.

Making a claim

We are here to help, no matter what time of day or night. Using the numbers shown below, you can report an emergency, claim or incident and receive immediate assistance and advice. Call us 24 hours a day, 365 days a year.

If you need to make a claim under your policy, we will be able to advise you upon policy cover and agree with you on how best to resolve the situation swiftly and to your satisfaction.

Your dedicated claims specialist will also keep you updated as to the progress of your claim all the way through until it is finalised.

For all Claims (excluding Legal protection and Home assistance)

 0800 096 9999

 +1 416 977 6704 (if outside the UK)

 <https://propertyclaims.zurich.co.uk/index.html>

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

Legal Protection Claims

 0117 933 0621

Home Assistance Claims

 0800 328 3306

Please refer to the Legal protection and Home assistance section for full details of the ARAG helpline services provided and for further information on how to make a claim.

We can process your claim by you simply contacting us with the following details:

- your name and address
- the policy number or client membership number
- details of the claim/incident.

Zurich Private Clients – We know what it means to you.

Introduction

This policy booklet, together with **your statement of insurance** and **your** agreement to pay the premium, is an agreement between **you** and **us**. This policy booklet and **your statement of insurance** explain in detail the covers as well as **your** responsibilities and any conditions **you** must comply with.

Please read **your** policy booklet and **your statement of insurance** carefully to ensure that **you** understand them and to ensure that they have been prepared in accordance with the cover **you** have requested. **We** have agreed to provide this insurance in accordance with the information **you** have given **us** directly or via **your** insurance broker during the application process or subsequently. If anything is missing or incorrect **you** should inform **us** or **your** insurance broker as soon as possible.

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

We recommend that **you** keep a record of all information supplied in connection with **your** insurance. Unless agreed otherwise, **we** will communicate with **you** in English.

At the renewal of **your policy**, **you** will be provided with an updated **statement of insurance**. If **we** have made any changes to the cover provided under **your policy**, **you** will receive a new policy booklet.

Your policy is governed by the law that applies to where **you** reside within the **United Kingdom**. If there is any disagreement about the law which law applies, English law will apply.

You agree to submit to the exclusive jurisdiction of the courts in England and Wales.

If **you** have motor insurance with Zurich Private Clients, **you** will receive a separate policy.

Your cancellation rights

If **you** decide that **your policy** does not meet **your** requirements, please inform **us** or **your** insurance broker within 14 days of receiving it and **we** will return 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.

We will not return any premium if an **incident** has occurred.

For renewals, if **you** decide that **your policy** does not meet **your** requirements, please inform **us** or **your** insurance broker within 14 days of **your policy** renewal date and **we** will return 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.

We will not return any premium if an **incident** has occurred.

Complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If **you** feel **we** have not delivered this, **we** would welcome the opportunity to put things right for **you**.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with **your** usual contact at Zurich or **your** broker or insurance intermediary as they will generally be able to provide **you** with a prompt response to **your** satisfaction.

Contact details will be provided on correspondence that **we** or **our** representatives have sent **you**. (For example on **your** welcome or renewal communication or on claim acknowledgement letters.)

Alternatively, **our** contact details are as follows:

Zurich Private Clients
P.O. Box 3586
Interface Business Park
Wootton Bassett
Swindon
SN4 4AH

Telephone: 0800 302 9080
E-mail: zpc@uk.zurich.com

Many complaints can be resolved within a few days of receipt

If **we** can resolve **your** complaint to **your** satisfaction within the first few days of receipt, **we** will do so. Otherwise, **we** will keep **you** updated with progress and will provide **you** with **our** decision as quickly as possible.

Next steps if you are still unhappy

If **you** are not happy with the outcome of **your** complaint, **you** may be able to ask the Financial Ombudsman Service to review **your** case.

We will let **you** know if **we** believe the ombudsman service can consider **your** complaint when **we** provide **you** with **our** decision. The service they provide is free and impartial, but **you** would need to contact them within 6 months of the date of **our** decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

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

Telephone: 0800 023 4567 (free on mobile phone and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider **your** complaint, **you** may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

Please refer to Legal protection and Home assistance important notes for any complaints relating to these sections.

The Financial Services Compensation Scheme (FSCS)

We 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 on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Definitions

Any words and phrases which have the same meaning throughout this **policy** appear in bold type and are defined below. Additional and replacement definitions apply to and are shown in the Legal protection and Home assistance section of cover.

Accident

A sudden, unexpected event which causes physical bodily harm.

Additional rebuilding expenses

The following expenses:

- 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.

Aggravated burglary

An act of violence or threat of violence to **you** or **your** guest, by a person who has gained unlawful entry into **your home**, in the presence of **you** or **your** guest.

Aggravated theft

An act of violence or threat of violence to **you** by a person who has unlawfully taken or attempted to take any possessions from **you** whilst away from **your home**.

Air rage

An act of violence resulting in **bodily injury** to **you** whilst travelling as a passenger on an aircraft.

Bodily injury

Physical bodily harm, including resulting sickness, disease or loss of life resulting from physical bodily harm.

Buildings

The **home** including **outbuildings**, underground service pipes, cables, sewers and drains that service the **home**, which **you** own.

Building works

Any work to **your home** or **outbuildings** including alteration, construction, demolition, renovation, repair, restoration or other similar work where the estimated cost of the work is less than £200,000.

Business

A full or part-time employment, trade, occupation, profession, or farm operation which includes the raising or care of animals.

Business property

Computer equipment, printers, tablets, telecommunication equipment, office furniture, office supplies and any other similar items used to conduct **business** at **your home** which **you** own or for which **you** are legally responsible.

Carjacking

An act of violence or threat of violence to:

- **you** whilst in or on a motorised land vehicle;
- any person operating or occupying a motorised land vehicle which **you** own or for which **you** are legally responsible;

during its theft or attempted theft.

Contaminant

An impurity resulting from the mixture of or contact of a substance with a foreign substance.

Contents

Personal property which **you** own or for which **you** are legally responsible.

Contract works

Any work to **your home** or **outbuildings** including alteration, construction, demolition, renovation, repair, restoration or other similar work.

Covered aircraft

Unmanned, pedestrian controlled aerial vehicles weighing 20kg or less including accessories.

Covered land vehicles

Any of the following which **you** own or for which **you** are legally responsible:

- motorcycles with an engine capacity of 50cc or less;
- power assisted pedal cycles with a top speed of 15.5 miles per hour or less;
- domestic gardening vehicles including their attachments and accessories;
- quad bikes;
- golf buggies;
- model or toy vehicles;
- segways;
- vehicles used to assist the disabled.

Damages

The amount required to satisfy a claim, including claimants' costs and claimants' expenses, whether settled or agreed to in writing by **us** or resolved by judicial procedure.

Dismemberment

The permanent and total loss of one or more of the following:

- speech;
- hearing;
- one or both hands;
- one or both feet;
- sight in one or both eyes;
- thumb;
- finger;
- toe;
- ear;
- nose;
- genital organ.

Domestic employee

A person **you** hire under a contract of service to perform work or services in **your home** and who is not hired to work for **you** in connection with **your business**.

Excess

The first amount of any claim that **you** are responsible for paying.

Fine art and antiques

Individual items, private collections and sets which are of artistic merit, historical value, novel, rare and/or unique, which **you** own or for which **you** are legally responsible, including:

- 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**.

Fixtures and fittings

Buildings additions, alterations, fixtures, improvements and installations which **you** own or for which **you** are legally responsible.

Green building products

Products that:

- use less energy, water and/or natural resources;
- use less energy, water and/or natural resources in their creation;
- provide a healthier environment for **you**.

Hazardous activity

Any of the following:

- bungee jumping;
- free climbing;
- hang gliding or paragliding;
- heliskiing;
- hill walking at an altitude higher than 4,000 metres above sea level;
- mountaineering or rock climbing normally requiring the use of specialised equipment including crampons, pick axes, anchors or ropes;
- off piste skiing unless accompanied by a suitably qualified guide;
- parachuting;
- parasailing or parascending, other than over water;
- potholing or caving;
- racing of any kind other than on foot or swimming;
- scuba diving to depths of more than 30 metres;
- sky diving;
- white water rafting other than grade 1 to 3 inclusive.

Home

The residence shown on **your statement of insurance**.

Hostage situation

An act of violence or threat of violence to **you** resulting in **your** unlawful detention.

Incident

A loss, damage 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 at your home

A self-employed **business** activity, other than renting out to others or **incidental farming**, conducted at **your home**, undertaken solely by **you** providing that the total gross annual revenue for these activities does not exceed £25,000.

Incidental business away from your home

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 annual revenue for these activities does not exceed £25,000.

Incidental farming

A part-time farming activity including hunting, shooting and the raising or care of animals (excluding riding schools and riding establishments), providing that it does not involve the employment of others for more than 1,500 hours in any **period of insurance** and the total gross annual revenue for these activities does not exceed £25,000.

Insured person

- **You**;
- **your** children under 18 years of age who do not permanently reside with **you**;
- **your domestic employees** whilst travelling with **you**.

Jewellery

Any of the following which **you** own or for which **you** are legally responsible:

- watches;
- objects of personal adornment containing precious or semi-precious stones, gold, silver, platinum or any other precious metals or alloys;
- unset precious and semi-precious stones.

Money

The following, which **you** own or which **you** use in connection with **your business**:

- current cash, cheques, traveller's cheques;
- postal orders, money orders, bank drafts;
- travel and other tickets with a fixed monetary value;
- gift vouchers;
- postage stamps, savings stamps or certificates;
- phone cards;
- premium bonds;
- share certificates.

Outbuildings

Permanent structures within the grounds of **your home**.

Period of insurance

The period of cover shown on **your statement of insurance**.

Permanent total disablement

Your inability to undertake any occupation for the 12 months immediately following an **accident** and at the end of that time being beyond reasonable hope of improvement.

Personal intimidation

The threat of stalking, physical injury or harassment to **you**, or damage to **your home**, caused by a third party who is subject to an injunction or order of a court of competent jurisdiction.

Planned trip

A journey commencing from and terminating at **your home** in the **United Kingdom**.

Policy

Your entire Zurich Private Clients policy, including this policy booklet and **your statement of insurance**.

Pollutant

Any solid, liquid, gaseous or thermal irritant, including but not limited to oil, smoke, vapour, soot, fumes, acids, alkalis, chemicals, biological agents and waste.

Precious metals

Any of the following which **you** own or for which **you** are legally responsible, which are made of gold, goldplate, silver, silverplate, pewter or platinum:

- silverware, tableware, trays, trophies and similar household articles;
- bullion;
- coins.

Property damage

Physical damage to, destruction of, or loss of use of tangible property.

Rebuilding cost

The amount required at the time of loss to repair, replace or rebuild the **buildings** whichever is least, using the same design, quality of materials and workmanship which existed immediately before the loss, including **additional rebuilding expenses**.

Road rage

An act of violence resulting in **bodily injury** to:

- **you** whilst in or on a motorised land vehicle;
- any person operating or occupying a motorised land vehicle which **you** own or for which **you** are legally responsible.

Statement of insurance

The most recent document in which the covers that are in force, the amounts insured, where appropriate, and the information **you** provide are shown.

Trip

A **journey** commencing from and terminating at **your home** in the **United Kingdom**, which commences during the **period of insurance**.

Unattached land

Land which **you** own or for which **you** are legally responsible that does not form part of the curtilage of **your home** or the curtilage of any property that **you** own or for which **you** are legally responsible.

Unfurnished

Without sufficient furnishings for normal living purposes.

United Kingdom

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

Unoccupied

Not lived in by **you** or any other person authorised by **you**.

Valuables

Jewellery, collections, guns and furs, which **you** own or for which **you** are legally responsible.

We, us, our

Zurich Insurance Company Ltd.

You, your, yours

The person or persons named on **your statement of insurance**, a spouse or partner who permanently resides with them and any member of their family who permanently resides with them, including students temporarily living away from **home**.

General policy conditions

The following conditions apply to the whole of **your policy** and all of the covers in it. Additional conditions may apply and are shown in the relevant section of cover. **Your** failure to comply with these conditions may result in **your** claim not being met, or not being met in full.

Accuracy of information

You must read **your statement of insurance**. If any information is missing, incorrect or has changed, **you** must inform **us** or **your** insurance broker as soon as possible as this may affect the premium or cover **we** provide.

If **you** have given **us** inaccurate information this can affect **your policy** in one or more of the following ways:

- If **we** would not have provided **you** with any cover **we** will have the option to void **your policy**, which means **we** will treat it as if it had never existed and repay the premium paid. **We** may also seek to recover any money from **you** for any claims **we** have already paid, including the amount of any costs or expenses **we** have incurred.
- If **we** would have applied different terms to **your policy**, **we** will have the option to treat **your policy** as if those different terms apply.
- If **we** would have charged **you** a higher premium for **your policy**, **we** will have the option to charge **you** the appropriate additional premium to be paid in full.

Assignment

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

Bankruptcy or insolvency

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

Cancellation by us

We may cancel **your policy** where there is a valid reason for doing so by giving **you** 7 days' notice in writing to **your** last known address. **We** will give **you** a refund in proportion to the time left until **your** current **period of insurance** is due to run out. **We** will not return any premium if an **incident** has occurred in the **period of insurance**. Reasons may include but are not limited to:

- where **you** advise **us** of a change of risk under **your policy** which **we** are unable to insure;
- where **you** fail to respond to requests from **us** for further information or documentation;
- where **you** have provided **us** with incorrect information and have failed to provide a reasonable explanation when requested;
- the use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers, by **you** or any person acting on **your** behalf.

Cancellation by you

You may cancel **your policy** at any time by contacting **us** or **your** insurance broker and advising the date **you** wish cancellation to be effective from.

Any return premium will be calculated on a pro-rata basis. **We** will not return any premium if an **incident** has occurred in the **period of insurance**.

We cannot cancel the policy earlier than the date **you** contact **us** or **your** insurance broker.

Cancellation due to non-payment

If **you** fail to pay **your** premium, **we** may cancel **your policy** in accordance with the terms of **your** credit or payment plan with **us**, and **we** may refuse **your** claim.

Carriers or bailees

We will not pay a benefit under **your policy** to any carrier or bailee.

Changes to your policy after a loss

If **we** pay the sum insured for a specified item listed on **your statement of insurance**, the item will be removed from **your statement of insurance** and no refund of premium will apply in respect of that item. Any replacement item added to **your policy** will be subject to an additional premium calculated on a pro-rata basis until the next renewal date of **your policy**.

Concealment of fraud

If **you** or anyone acting on **your** behalf have intentionally concealed or misrepresented any information or circumstance that **you** had a responsibility to tell **us** about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, **we** will:

- void **your policy** in the event of any fraud which occurred during the application process, which means **we** will treat **your policy** as if it had never existed; or
- terminate **your policy** with effect from the date of any fraud which occurred during the **period of insurance**; and

in either case, **we** will:

- not return to **you** any premium paid;
- not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud;
- seek to recover any money from **you** for any claim **we** have already paid which is later established as invalid, including the amount of any costs or expenses **we** have incurred;
- inform the police, other financial services organisations and anti-fraud databases, as set out in the Important notes document under Fraud prevention and detection.

Contract works

You must notify **us** upon the completion of any **contract works**. If following the completion of **contract works** **your** sum insured is insufficient to meet the total cost of rebuilding **your home** and **outbuildings** in their current form, **we** will increase **your** sum insured and may charge an additional premium.

Co-operation after a loss

You must, when **we** request, give **us** a signed description of the circumstances surrounding a loss and provide **us** with any records, documents, information or evidence that **we** require.

You must give **us** all the help and assistance **we** may need.

You must grant **us** access to examine **your buildings** and **contents** at all reasonable times.

You must not negotiate, admit or refuse any claim without **our** permission.

We will decide how to settle or defend any claim.

Under Annual travel cover, **we** may appoint medical advisors to examine the **insured person** as often as is considered necessary.

Under Lifestyle protection cover, **we** may appoint medical advisors to examine anyone seeking a benefit under this cover, as often as is considered necessary.

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 payments.

Cover enhancements

We may extend or broaden the cover provided by **your 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.

Currency conversion

If any costs are incurred in a currency other than Pound sterling, the costs will be converted to Pound sterling using the exchange rate at the time the costs were incurred.

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.

If **you** have both Contents and unspecified Valuables, fine art and antiques cover shown on **your statement of insurance** and a loss is covered under both sections, **your** amount of cover will be the combined value of the **contents** sum insured and the unspecified **valuables, fine art and antiques** limit subject to the special limits under Contents cover.

In no instance will **we** make duplicate payments.

When **valuables, fine art and antiques** are specified on **your statement of insurance**, **your** cover is limited to the specified sum insured on **your statement of insurance** for that specific 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 under oath **you**, an **insured person** or anyone seeking a benefit under **your policy** as often as **we** require.

Mortgagee's clause

The interest of the mortgagee shall not be prejudiced by any act or neglect by **you** or any legal occupier of **your 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.

Non-payment of premium

If **your** premium has not been paid, **we** may refuse **your** claim or take any unpaid premium from any claim payment **we** make to **you**.

Notifying us of a loss

You must notify **us** about any loss, damage or **incident** as soon as possible, whether or not it gives rise to a claim.

You must report any loss, theft, attempted theft or malicious damage to the police immediately.

You must notify any bank card, credit card, debit card, charge card or other card issuing company as soon as possible if **you** suspect any potential loss or fraudulent use.

You must notify **us** of any potential claim under the Director's and officer's liability section of **your policy** within 90 days of the commencement of the event giving rise to the claim.

You must report any incident of **air rage, personal intimidation or road rage** to the police immediately and obtain a police crime reference number.

You must notify **us** as soon as possible in the event of being admitted to hospital during a **trip**, or curtailing **your trip** for medical reasons.

You must notify **us** of any potential claim for additional repatriation costs before incurring any additional repatriation costs.

You must notify **us** as soon as possible of any impending prosecution, coroner's inquest or fatal accident inquiry.

Other insurance

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

Period of insurance

Your policy only applies to **incidents** and covered losses that occur during the **period of insurance**.

Policy changes

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

Renewal with our instalment scheme

If the premium is paid to **us** using **our** premium instalment scheme, **we** will renew **your policy** each year and continue to collect premiums using this method. **We** may vary the terms of **your policy**, including the premium, at renewal and **you** will be notified before **your** renewal date. If **you** decide **you** do not want **us** to renew **your policy**, provided **you** tell **us** or **your** insurance broker before the next renewal date, **we** will not renew it. This does not affect **your** cancellation rights under **your policy**.

Rights of third parties

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

Sanctions

Notwithstanding any other terms of this **policy we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

General policy exclusions

The following exclusions apply to the whole of **your policy** and all of the covers in it. Additional exclusions apply and are shown in the relevant section of cover.

Acts of war

We will not pay for death, injury, disablement, loss, damage, cost or expense or legal liability of whatsoever nature directly or indirectly arising from, caused by, or contributed to by: war, invasion, mutiny, acts of foreign enemy, hostilities or war-like operations whether war be declared or not, civil war, civil commotion assuming the proportions of or amounting to a popular rising, rebellion, revolution, insurrection, military or usurped power, military rising or martial law.

Biological and chemical hazards

We will not pay for any claim caused by or resulting from biological or chemical contamination regardless of how it is caused.

Computer error

We will not pay for any loss or damage caused by or resulting from, or any **damages** arising from an error in computer programming or instruction to the computer.

We will pay for resultant damage unless stated otherwise in **your policy** or unless an exclusion applies.

Confiscation

We will not pay for any claim caused by or resulting from nationalisation, confiscation, requisition, seizure or destruction by any government or public or local authority.

Defective design

We will not pay for any loss or damage caused by or resulting from, or any **damages** arising from defective design, workmanship, maintenance or materials.

We will pay for resultant damage unless stated otherwise in **your policy** or unless an exclusion applies.

Deliberate or criminal acts

We will not pay for any claim caused by or resulting from criminal acts, deliberate acts or deliberate omissions, by **you** or anyone acting on **your** behalf.

Gradual loss

We will not pay for any loss or damage caused by or resulting from a gradually operating cause including normal deterioration, warping, action of light, frost, damp, corrosion, rust and any kind of rot, mould or fungus.

We will pay for resultant damage unless stated otherwise in **your policy** or unless an exclusion applies.

Indirect losses

We will not pay for any claim caused by or resulting from an indirect result of the event which led to the claim being made under **your policy**.

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 **your** insurable interest.

Mechanical or electrical fault

We will not pay for any loss or damage caused by or resulting from, or any **damages** arising from a mechanical or electrical fault, breakdown or failure.

We will pay for resultant damage unless stated otherwise in **your policy** or unless an exclusion applies.

We will pay for claims arising from a mechanical or electrical fault, breakdown or failure under Annual travel cover and Missed departure.

Nuclear or radiation hazards

We will not pay for any claim caused by or resulting from ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment.

Riot and civil commotion

We will not pay for any claim caused by or resulting from riot or civil commotion occurring outside the **United Kingdom**.

Sonic bangs

We will not pay for any claim caused by or resulting from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Buildings cover

Buildings cover only applies if shown on **your statement of insurance**.

The sum insured for each location is shown on **your statement of insurance**.

You must maintain an appropriate sum insured to sufficiently meet the cost of rebuilding **your home** and **outbuildings** in their current form, including **additional rebuilding expenses**, if they are totally destroyed.

How we will settle your claim

Payment basis

Your statement of insurance indicates the payment basis for **your buildings**.

Replacement cover

Following a covered loss, **we** will pay the **rebuilding cost** up to the sum insured whether or not **you** actually repair, replace or rebuild **your buildings**.

Unlimited replacement cover

Following a covered loss, **we** will pay the **rebuilding cost** even if this amount is greater than the sum insured shown on **your statement of insurance**.

Unlimited replacement cover is subject to the following conditions:

- If **you** do not repair, replace or rebuild **your buildings** at the same location, **your** payment basis will be Replacement cover.
- If **you** cannot repair, replace or rebuild **your buildings** because **your** primary mortgagee or its assignees have recalled **your** mortgage, **your** payment basis will be Replacement cover.

Partial loss

If **your buildings** are partially damaged and **you** do not begin to repair, replace or rebuild **your buildings** within six months from the date of the loss, **we** will only pay the **rebuilding cost** less depreciation.

Matching of articles

Following a covered loss to part of a pair, set or suite, **we** will pay the full replacement cost of the entire pair, set or suite if **you** surrender the undamaged part(s) of the pair, set or suite to **us**.

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 a covered loss, **your** sum insured will include any increase in the ABI/BCIS Household Rebuilding Cost Index or any other 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.

Excess

The **excess** shown on **your statement of insurance** will apply to each and every covered loss unless stated otherwise in **your policy**.

Aggravated burglary and Aggravated theft excess waiver

The **excess** shown on **your statement of insurance** will not apply to a covered loss for **aggravated burglary** or **aggravated theft**. This Aggravated burglary and Aggravated theft excess waiver does not apply to any compulsory **excess** shown on **your statement of insurance**.

Subsidence excess

If the loss is as a result of subsidence, heave or landslip, the subsidence **excess** shown on **your statement of insurance** will apply unless a higher **excess** already applies to **your policy**.

Large loss excess waiver

The **excess** shown on **your statement of insurance** will not apply to a covered loss that is greater than £25,000. This Large loss **excess** waiver does not apply to the subsidence **excess**, and/or any compulsory **excess** shown on **your statement of insurance**.

What is covered

We will pay for loss or damage to **your buildings** unless stated otherwise in **your policy** or unless an exclusion applies.

Additional covers

We will also pay for the following additional covers unless stated otherwise in **your policy** or unless an exclusion applies:

Additional living costs

Following a covered loss, if **your home** is not fit to live in **we** will pay the following expenses for the duration of time necessary to restore **your home** to a habitable condition:

- the cost of reasonable alternative similar accommodation for **you** and **your** domestic pets and horses;
- rent which should have been paid to **you** including ground rent.

We will not pay for any loss of rent due to the termination of a lease or agreement.

Forced evacuation

If a civil authority prohibits **your home** from being lived in, **we** will pay the following expenses until the prohibition is lifted:

- the cost of reasonable alternative similar accommodation for **you** and **your** domestic pets and horses;
- rent which should have been paid to **you** including ground rent.

The prohibition must be as a direct result of loss or damage to a neighbouring property that would be a covered loss under **your policy**.

We will not pay for any loss of rent due to the termination of a lease or agreement.

Compensation for loss of life

If **you** suffer **bodily injury** caused by fire, lightning, impact by aircraft or explosion at **your home** which results in loss of life, **we** will pay £50,000, or less if limited by law. The loss of life must occur within 12 months of the date of the fire, lightning, impact by aircraft or explosion.

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

There is no **excess** applicable to this cover.

Contents of a let home

If **your home** is let **unfurnished**, **we** will pay up to £5,000 for loss or damage to **your** carpets, curtains and domestic appliances.

Environment protection

Energy expenses

Following a covered loss to **your** solar, wind or geothermal electrical power generating system, **we** will pay for **you** to purchase additional electrical power from a power utility company for the duration of time necessary to repair or replace **your** solar, wind or geothermal electrical power generating system.

We will not pay if **you** do not begin to repair or replace **your** solar, wind or geothermal electrical power generating system within 60 days from the date of the loss.

Energy income

Following a covered loss to **your** solar, wind or geothermal electrical power generating system, **we** will pay **you** the income which would have been paid to **you** by a power utility company for the **excess** electrical power produced by **your** solar, wind or geothermal electrical power generating system for the duration of time necessary to repair or replace **your** solar, wind or geothermal electrical power generating system.

We will not pay if **you** do not begin to repair or replace **your** solar, wind or geothermal electrical power generating system within 60 days from the date of the loss.

The most **we** will pay is £25,000.

Green building costs

Following a covered loss, **we** will pay to repair, replace or rebuild **your home** or **outbuildings**, whichever is least, with **green building products**.

The most **we** will pay for **green building products** is £25,000.

Essential alterations

If **you** are permanently disabled by an **accident** or illness which first occurs during the **period of insurance**, **we** will pay up to £100,000 which **you** incur with **our** permission for essential alterations to facilitate access to **your home** and allow **you** to live unassisted.

There is no **excess** applicable to this cover.

Gardens

We will pay up to 10% of the **buildings** sum insured at **your home** for loss or damage to trees, shrubs, plants and lawns. The most **we** will pay for any one tree, shrub or plant is £2,500.

We will not pay for any loss or damage caused by or resulting from storm or flood.

Land

Following a covered loss, **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**.

Lock replacement

We will pay to replace locks and keys to any external doors, windows, intruder alarms and safes, installed in **your home** or **outbuildings**, if they are lost, damaged or stolen.

There is no **excess** applicable to this cover, unless a compulsory **excess** is shown on **your statement of insurance**.

New acquisitions

We will pay up to £100,000 for loss or damage to unfixed building materials and **fixtures and fittings** which **you** own whilst kept within the grounds of **your home** that are to be installed in **your home** or **outbuildings**.

Oil, gas and metered water

We will pay for loss of oil, gas or metered water from **your** household heating, cooking or water system at **your home** or **outbuildings**.

We will not pay for any loss of metered water if **your home** is:

- **unoccupied** for more than 60 consecutive days;
- undergoing **contract works** and is **unoccupied** for more than 30 consecutive days.

Preventative measures

Following a covered loss, **we** will pay up to £5,000 which **you** incur with **our** permission to take emergency measures to avoid or mitigate further loss or damage.

Reward

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

There is no **excess** applicable to this cover.

Sale of the home

If **you** enter into a contract to sell **your home** and there is a covered loss to **your home** between the period of exchange of contracts (the offer to purchase in Scotland) and the completion of the sale of **your home**, **we** will agree to transfer the cover under this **policy** for that covered loss to the purchaser of **your home** once the sale is complete.

We will not pay for any loss or damage to **buildings** that are insured elsewhere.

Temporary removal of fixtures

We will pay up to 10% of the **buildings** sum insured at **your home** for loss or damage to permanent fixtures removed from the **buildings** for up to 60 days.

Trace and access

If oil, gas or water escapes from **your** household heating, cooking or water system at **your home** or **outbuildings**, **we** will pay the cost of finding the source of the escape of oil, gas or water as well as the cost of removing and replacing any part of **your home** or **outbuildings** necessary to repair **your** household heating, cooking or water system.

We will not pay:

- for any loss or damage to **your** household heating, cooking or water system itself;
- if **your home** is **unoccupied** for more than 60 consecutive days;
- if **your home** is undergoing **contract works** and is **unoccupied** for more than 30 consecutive days.

Trespass protection

We will pay up to 10% of the **buildings** sum insured at **your home** for the removal of litter or debris from within the grounds of **your home** following any unlawful trespassing.

Buildings exclusions

The following exclusions apply to the Buildings cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

What is not covered

Contract works

We will not pay for any loss or damage to;

- **contract works**;
- **your home** or **outbuildings** caused by or resulting from **contract works**;

where the estimated cost of those **contract works** exceeds 20% of the **buildings** sum insured or £1,000,000 whichever is less or where those **contract works** alter the square footage of **your home** or **outbuildings**.

We will pay for loss or damage to, caused by or resulting from **building works**.

Deception

We will not pay for any loss or damage caused by or resulting from deception, unless deception is only used to gain entry to **your home**.

Erosion

We will not pay for any loss or damage caused by or resulting from coastal or river erosion.

Loss by animals

We will not pay for any loss or damage caused by or resulting from vermin, insects or rodents.

We will pay for resultant damage unless stated otherwise in **your policy** or unless an exclusion applies.

Pollution or contamination

We will not pay for any loss or damage caused by, consisting of, or resulting from a **pollutant**, **contaminant**, smog, or industrial or agricultural smoke. **We** will not pay for 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 will pay for loss or damage to **your buildings** caused by or resulting from the escape of oil from any fixed tanks, apparatus or pipes up to £50,000 for the cost of extracting oil from land or water, or the cost to remove, restore or replace land or water polluted or contaminated by oil.

Storm and flood

We will not pay for any loss or damage to fences, hedges, gates other than electric or metal gates, piers, wharves or docks caused by or resulting from wind, storm, flood or weight of snow unless **your home** is damaged at the same time by the same cause.

We will pay for loss or damage caused by or resulting from falling trees, telegraph poles and lampposts.

Structural movement

We will not pay for any loss or damage caused by or resulting from the movement of **your buildings**, including bulging, expansion, shrinking or settling, or any subsequent cracking, unless caused by subsidence, heave or landslip.

Subsidence, heave or landslip

We will not pay for any loss or damage to the grounds of **your home**, 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, caused by or resulting from subsidence, heave or landslip unless **your home** is damaged at the same time by the same cause.

We will not pay for any loss or damage to, or caused by or resulting from, the movement of solid floor slabs unless the foundations beneath the external walls of **your home** are damaged at the same time by the same cause.

Subterranean alterations

We will not pay for any loss or damage to **your home** if **you** undertake **contract works** which involves subterranean alteration.

Unoccupied homes

If **your home** is **unoccupied**:

- for more than 60 consecutive days, **we** will not pay for any loss or damage caused by or resulting from escape of water from, or freezing or forcible or violent bursting of, fixed tanks, apparatus, pipes or appliances unless the heating and water system is drained and the appliance is turned off, or the heating is left on constantly at a minimum of 10 degrees Celsius;
- for more than 30 consecutive days and is undergoing **contract works**, **we** will only pay for loss or damage caused by or resulting from:
 - fire and smoke;
 - lightning and thunderbolt;
 - explosion;
 - earthquake;
 - impact by aircraft or other aerial devices or articles dropped or falling from them.

Contents cover

Contents cover only applies if shown on **your statement of insurance**.

The sum insured for each location is shown on **your statement of insurance**.

You must maintain an appropriate sum insured to sufficiently meet the cost of replacing all the **contents** of **your home** as new. To reduce the possibility of being underinsured **you** should regularly review **your** sums insured for **contents** and request an increase if necessary.

How we will settle your claim

Payment basis

Replacement cover

Following a covered loss, **we** will pay the cost to repair or replace **your contents**, whichever is less, up to the sum insured.

Enhanced replacement cover

Following a covered loss, **we** will pay up to 125% of the sum insured if the cost to repair or replace **your contents** is greater than the sum insured.

We will only pay Enhanced replacement cover if the sum insured can be substantiated by a professional valuation undertaken less than 3 years prior to the commencement of the most recent **period of insurance**.

Special limits

The most **we** will pay for loss or damage to each of the following types of contents is £10,000:

- furs;
- guns;
- **jewellery**;
- **money**;
- **precious metals**;
- securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports;
- these limits do not increase **your contents** sum insured or the sum insured of any other item covered elsewhere in **your policy**.

We will not pay for any loss or damage to:

- furs if an unspecified furs sum insured is shown on **your statement of insurance**;
- guns if an unspecified guns sum insured is shown on **your statement of insurance**;
- **jewellery** if an unspecified **jewellery** sum insured is shown on **your statement of insurance**.

Matching of articles

Following a covered loss to part of a pair, set or suite, **we** will pay the full replacement cost of the entire pair, set or suite if **you** surrender the undamaged part(s) of the pair, set or suite to **us**.

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 a covered loss, **your** sum insured will include any increase in the Retail Price Index, Consumer Price Index, Consumer Durables Index or any other 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.

Excess

The **excess** shown on **your statement of insurance** will apply to each and every covered loss unless stated otherwise in **your policy**.

Aggravated burglary and Aggravated theft excess waiver

The **excess** shown on **your statement of insurance** will not apply to a covered loss for **aggravated burglary** or **aggravated theft**. This Aggravated burglary and Aggravated theft excess waiver does not apply to any compulsory **excess** shown on **your statement of insurance**.

Large loss excess waiver

The **excess** shown on **your statement of insurance** will not apply to a covered loss that is greater than £25,000. This Large loss excess waiver does not apply to any compulsory **excess** shown on **your statement of insurance**.

What is covered

We will pay for loss or damage to the **contents** of **your home** and **outbuildings** that occurs anywhere in the world unless stated otherwise in **your policy** or unless an exclusion applies.

Additional covers

We will also pay for the following additional covers unless stated otherwise in **your policy** or unless an exclusion applies:

Additional homes

We will pay up to 20% of the **contents** sum insured shown on **your statement of insurance**, for loss or damage to **contents** kept at a residence **you** own or live in which is not shown on **your statement of insurance**.

The most **we** will pay is £50,000.

We will not pay for any loss or damage to **contents** that are insured elsewhere.

Additional living costs

Following a covered loss, if **your home** is not fit to live in **we** will pay the following expenses for the duration of time necessary to restore **your home** to a habitable condition:

- the cost of reasonable alternative similar accommodation for **you** and **your** domestic pets and horses;
- the cost of reasonable storage for the **contents** of **your home**;
- rent which **you** still have to pay as a tenant including ground rent;
- rent which should have been paid to **you** including ground rent.

We will not pay for any loss of rent due to the termination of a lease or agreement.

Forced evacuation

If a civil authority prohibits **your home** from being lived in, **we** will pay the following expenses until the prohibition is lifted:

- the cost of reasonable alternative similar accommodation for **you** and **your** domestic pets and horses;
- rent which **you** still have to pay as a tenant including ground rent;
- rent which should have been paid to **you** including ground rent.

The prohibition must be as a direct result of loss or damage to a neighbouring property that would be a covered loss under **your policy**.

We will not pay for any loss of rent due to the termination of a lease or agreement.

We will also pay up to £7,500 for emergency items that **you** purchase throughout the duration of the prohibition.

Business property

We will pay for loss or damage to **business property**.

The most **we** will pay for loss or damage to **business property** away from **your home** is £15,000.

Covered land vehicles

We will pay for loss or damage to **covered land vehicles** and their parts and accessories.

The most **we** will pay for loss or damage to **covered land vehicles** and their parts and accessories is £25,000.

Compensation for loss of life

If **you** suffer **bodily injury** caused by fire, lightning, impact by aircraft or explosion at **your home** which results in loss of life, **we** will pay £50,000, or less if limited by law. The loss of life must occur within 12 months of the date of the fire, lightning, impact by aircraft or explosion.

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

There is no **excess** applicable to this cover.

Freezer contents

We will pay the cost to replace food in **your** domestic freezer or refrigerator that **you** cannot use following a rise or fall in temperature.

We will not pay if the rise or fall in temperature is a deliberate act of the power supply authority or the withholding or restricting of power by such an authority.

There is no **excess** applicable to this cover, unless a compulsory **excess** is shown on **your statement of insurance**.

Information replacement

Following a covered loss, **we** will pay the reasonable cost of employing an external professional body or person to re-enter information on to **your** computer if **your business** or personal facts or records stored in **your** computer are lost.

Lock replacement

We will pay to replace locks and keys to any external doors, windows, intruder alarms and safes, installed in **your home** or **outbuildings**, if they are lost, damaged or stolen.

There is no **excess** applicable to this cover, unless a compulsory **excess** is shown on **your statement of insurance**.

Marquees

We will pay up to £50,000 for loss or damage to marquees and associated lighting, heating, equipment and furnishings that **you** hire temporarily and for which **you** are legally responsible, whilst at **your home**.

We will not pay for any loss or damage to items that are insured elsewhere.

Memorial stones

We will pay up to £5,000 for loss or damage to a memorial stone or plaque for **your** spouse or partner, parents or children.

New acquisitions

We will pay up to 25% of the **contents** sum insured at **your home** for loss or damage to **your** newly acquired **contents**.

You must advise **us** of the acquisition within 90 days of the date of acquisition and pay the full additional premium from the date of acquisition. **We** reserve the right not to insure **your** newly acquired **contents** after the 90th day.

Oil, gas and metered water

We will pay for loss of oil, gas or metered water from **your** household heating, cooking or water system at **your home** or **outbuildings**.

We will not pay for any loss of metered water if **your home** is:

- **unoccupied** for more than 60 consecutive days;
- undergoing **contract works** and is **unoccupied** for more than 30 consecutive days.

Possessions of domestic employees and guests

We will pay for loss or damage to **personal property** whilst in **your home** belonging to **your domestic employees** and **your** guests. **We** will not pay for any loss or damage to:

- **jewellery**;
- **money**;
- items that are insured elsewhere.

Possessions of relatives in residential care

We will pay for loss or damage to personal property belonging to **your** parents or **your** grandparents, who are resident in a nursing home or residential care home.

We will not pay for any loss or damage to items that are insured elsewhere.

Preventative measures

Following a covered loss, **we** will pay up to £5,000 which **you** incur with **our** permission to take emergency measures to avoid or mitigate further loss or damage.

Reward

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

There is no **excess** applicable to this cover.

Sailboards, surfboards, paddleboards, hand propelled boats and their parts and accessories

We will pay for loss or damage to surfboards, sailboards, paddleboards, hand propelled boats and their parts and accessories.

The most **we** will pay for surfboards, sailboards, paddleboards, hand propelled boats and their parts and accessories is £25,000.

Tenants' gardens

We will pay up to 10% of the **contents** sum insured at **your home** where **you** are a tenant or leaseholder for loss or damage to trees, shrubs, plants and lawns. The most **we** will pay for any one tree, shrub or plant is £2,500.

We will not pay for any loss or damage caused by or resulting from storm or flood.

Tenants' improvements

We will pay up to 10% of the **contents** sum insured at **your home** where **you** are a tenant or leaseholder for loss or damage to **fixtures and fittings**.

Tenants' trace and access

If oil, gas or water escapes from the household heating, cooking or water system at **your home** where **you** are a tenant or leaseholder, **we** will pay the cost of finding the source of the escape of oil, gas or water as well as the cost of removing and repairing any **fixtures and fittings** necessary to repair the household heating, cooking or water system.

We will not pay:

- for any loss or damage to the household heating, cooking or water system itself;
- if **your home** is **unoccupied** for more than 60 consecutive days;
- if **your home** is undergoing **contract works** and is **unoccupied** for more than 30 consecutive days.

Trailers, caravans and non-motorised horseboxes

We will pay for loss or damage to trailers, caravans and non-motorised horseboxes. The most **we** will pay for loss or damage to trailers, caravans and non-motorised horseboxes is £25,000.

Contents exclusions

The following exclusions apply to the Contents cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

What is not covered

Aircraft

We will not pay for any loss or damage to aircraft or their parts and accessories other than **covered aircraft**.

Contract works

If **your home** is undergoing **contract works**, **we** will not pay for any loss or damage caused by or resulting from theft or attempted theft from **your home** unless violent force has been used to enter or exit **your home**.

We will pay for loss or damage caused by or resulting from theft or attempted theft from **your home** if **your home** is undergoing **building works**.

Deception

We will not pay for any loss or damage caused by or resulting from deception, unless deception is only used to gain entry to **your home**.

Loss by animals

We will not pay for any loss or damage caused by or resulting from vermin, insects or rodents.

We will pay for resultant damage unless stated otherwise in **your policy** or unless an exclusion applies.

Loss to animals

We will not pay for any loss or damage to animals, birds, fish or any domestic pets.

Lottery tickets and winnings

We will not pay for any loss or damage to lottery tickets or winnings.

Motorised land vehicles

We will not pay for any loss or damage to motorised land vehicles or their parts and accessories, other than **covered land vehicles**.

We will not pay for any loss or damage to:

- motorcycles with an engine capacity of 50cc or less;
- domestic gardening vehicles including their attachments and accessories;
- quad bikes;

which occurs away from the grounds of **your home**.

We will not pay for any loss or damage to any vehicle which is required to be registered for use on a public highway.

Pollution or contamination

We will not pay for any loss or damage caused by, consisting of, or resulting from a **pollutant, contaminant**, smog, or industrial or agricultural smoke. **We** will not pay for 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 will pay for loss or damage to **your contents** caused by or resulting from the escape of oil from any fixed tanks, apparatus or pipes; up to £50,000 for the cost of extracting oil from land or water, or the cost to remove, restore or replace land or water polluted or contaminated by oil.

Tenants' property

We will not pay for any loss or damage to personal property belonging to **your** tenants.

Theft of equipment from a motorised land vehicle

We will not pay for any loss or damage caused by or resulting from theft or attempted theft of any of the following from a motorised land vehicle if the equipment is permanently installed, 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.

Unoccupied homes

If **your home** is **unoccupied**:

- for more than 60 consecutive days, **we** will not pay for any loss or damage caused by or resulting from escape of water from, or freezing or forcible or violent bursting of, fixed tanks, apparatus, pipes or appliances unless the heating and water system is drained and the appliance is turned off, or the heating is left on constantly at a minimum of 10 degrees Celsius;
- for more than 30 consecutive days and is undergoing **contract works**, **we** will only pay for loss or damage at **your home** caused by or resulting from:
 - fire and smoke;
 - lightning and thunderbolt;
 - explosion;
 - earthquake;
 - impact by aircraft or other aerial devices or articles dropped or falling from them.

Watercraft

We will not pay more than £25,000 for loss or damage to surfboards, sailboards, paddleboards, hand propelled boats and their parts and accessories.

We will not pay for any loss or damage for any other type of watercraft, including jet skis, or their parts and accessories.

Valuables, fine art and antiques cover

Valuables cover only applies if shown on **your statement of insurance**.

Fine art and antiques cover only applies if shown on **your statement of insurance**.

The sums insured for each category of **valuables** and **fine art and antiques** and for each specified item for each location are shown on **your statement of insurance**.

You must maintain an appropriate sum insured to sufficiently meet the cost of replacing all **your valuables** and **fine art and antiques** as new. To reduce the possibility of being underinsured **you** should regularly review **your** sums insured for **valuables** and **fine art and antiques** and request an increase if necessary.

How we will settle your claim

Payment basis

Following a covered loss, **we** will pay as follows:

Partial loss

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

- the cost to repair or restore the item to its condition immediately before the loss. If the value of the item after the repair or restoration is less than the market value immediately before the loss **we** will also pay the difference, or;
- the reduction in the market value of the item after the loss.

The most **we** will pay for a specified item is the sum insured for that item shown on **your statement of insurance**.

The most **we** will pay for an unspecified item is the sum insured for that category of **valuables** or **fine art and antiques** shown on **your statement of insurance**, or the unspecified limit per item shown on **your statement of insurance**, whichever is less.

Total loss

If a specified item is lost or totally destroyed, **we** will pay the sum insured for that item shown on **your statement of insurance**.

If an unspecified item is lost or totally destroyed, **we** will pay the cost to replace the item. The most **we** will pay for an unspecified item is the sum insured for that category of **valuables** or **fine art and antiques** shown on **your statement of insurance**, or the unspecified limit per item shown on **your statement of insurance**, whichever is less.

Death of the artist

Following a covered loss to a specified item of **fine art and antiques**, **we** will pay up to 200% of the sum insured for that item shown on **your statement of insurance** if its value has increased due to the death or permanent disablement of the artist during the current **period of insurance**.

Enhanced replacement cover

Following a covered loss to a specified item of **fine art and antiques**, **we** will pay up to its market value even if this amount is greater than the sum insured for that item shown on **your statement of insurance**.

We will only pay Enhanced replacement cover if the sum insured for the specified item of **fine art and antiques** can be substantiated by a professional valuation undertaken less than 3 years prior to the commencement of the most recent **period of insurance**.

The most **we** will pay is the total sum insured for **fine art and antiques** shown on **your statement of insurance**.

Following a covered loss to a specified item of **jewellery**, **we** will pay up to its market value ven if this amount is greater than the sum insured for the item shown on **your statement of insurance**.

We will only pay Enhanced **jewellery** replacement cover if the sum insured for the specified item of **jewellery** can be substantiated by a professional valuation undertaken less than 3 years prior to the commencement of the most recent **period of insurance**.

The most **we** will pay is 200% of the sum insured for the specified item of **jewellery** or an additional £100,000 whichever is less.

Matching of articles

Following a covered loss to part of a pair, set or suite, **we** will pay the full replacement cost of the entire pair, set or suite if **you** surrender the undamaged part(s) of the pair, set or suite to **us**.

The most **we** will pay for a specified item is the sum insured for that pair, set or suite shown on **your statement of insurance**.

The most **we** will pay for an unspecified item is the sum insured for that category of valuables or fine art and antiques shown on **your statement of insurance**, or the unspecified limit per item shown on **your statement of insurance**, whichever is less.

Inflation protection

During the **period of insurance**, the sums insured will be adjusted each month to reflect the current effect of inflation. At the time of a covered loss, **your** sums insured will include any increase in the Retail Price Index, Consumer Price Index, Consumer Durables Index or any other 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 sums insured.

Excess

The **excess** shown on **your statement of insurance** will apply to each and every covered loss unless stated otherwise in **your policy**.

Aggravated burglary and Aggravated theft excess waiver

The **excess** shown on **your statement of insurance** will not apply to a covered loss for **aggravated burglary** or **aggravated theft**. This Aggravated burglary and Aggravated theft excess waiver does not apply to any compulsory **excess** shown on **your statement of insurance**.

Large loss excess waiver

The **excess** shown on **your statement of insurance** will not apply to a covered loss that is greater than £25,000. This Large loss excess waiver does not apply to any compulsory **excess** shown on **your statement of insurance**.

What is covered

We will pay for loss or damage to **your valuables** or **fine art and antiques** that occurs anywhere in the world unless stated otherwise in **your policy** or unless an exclusion applies.

We will only pay for loss or damage to **jewellery** shown on **your statement of insurance** as kept in the bank, whilst kept in the bank.

Additional covers

We will also pay for the following additional covers unless stated otherwise in **your policy** or unless an exclusion applies:

Defective title

We will pay the sum insured for a specified item of **fine art and antiques** if **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 only pay Defective title cover if:

- the item was bought by **you** since the inception of **your policy**;
- **you** advise **us** of the claim during the **period of insurance**;
- **you** made reasonable enquiries about the item's provenance before **you** bought the item.

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

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

Jewellery kept in a bank

We will pay for loss or damage to **jewellery** shown on **your statement of insurance** as kept in the bank, whilst temporarily removed from the bank for a maximum of 30 days during any one **period of insurance**.

The most **we** will pay for **jewellery** temporarily removed from the bank is £100,000.

New acquisitions

We will pay up to 25% of the total sum insured for that category of **valuables** or **fine art and antiques** shown on **your statement of insurance** for loss or damage to **your** newly acquired **valuables** or **fine art and antiques**.

You must advise **us** of the acquisition within 90 days of the date of acquisition and pay the full additional premium from the date of acquisition. **We** reserve the right not to insure **your** newly acquired **valuables** or **fine art and antiques** after the 90th day.

Preventative measures

Following a covered loss, **we** will pay up to £5,000 which **you** incur with **our** permission to take emergency measures to avoid or mitigate further loss or damage.

Reward

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

There is no **excess** applicable to this cover.

Unfinished commissions

We will pay up to 25% of the total **fine art and antiques** sum insured shown on **your statement of insurance**, for the amount **you** have paid or are contracted to pay for an item of **fine art and antiques you** have commissioned during the **period of insurance** which cannot be completed due to the death or permanent disablement of the artist during the **period of insurance**.

Valuables, fine art and antiques exclusions

The following exclusions apply to the **Valuables** and **fine art and antiques** cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

What is not covered

Contract works

If **your home** is undergoing **contract works**, **we** will not pay for any loss or damage caused by or resulting from theft or attempted theft from **your home** unless violent force has been used to enter or exit **your home**.

We will pay for loss or damage caused by or resulting from theft or attempted theft if **your home** is undergoing **building works**.

Deception

We will not pay for any loss or damage caused by or resulting from deception, unless deception is only used to gain entry to **your home**.

Loss by animals

We will not pay for any loss or damage caused by or resulting from vermin, insects or rodents.

We will pay for resultant damage unless stated otherwise in **your policy** or unless an exclusion applies.

Pollution or contamination

We will not pay for any loss or damage caused by, consisting of, or resulting from a **pollutant**, **contaminant**, smog, or industrial or agricultural smoke.

We will pay for loss or damage to **your valuables, fine art and antiques** caused by or resulting from the escape of oil from any fixed tanks, apparatus or pipes.

Professional restoration and cleaning

We will not pay for any loss or damage caused by or resulting from the process of being professionally repaired, restored, retouched, altered, renovated or cleaned.

Unoccupied homes

If **your home** is **unoccupied**:

- for more than 60 consecutive days, **we** will not pay for any loss or damage caused by or resulting from escape of water from, or freezing or forcible or violent bursting of, fixed tanks, apparatus, pipes or appliances unless the heating and water system is drained and the appliance is turned off, or the heating is left on constantly at a minimum of 10 degrees Celsius;

- for more than 30 consecutive days and is undergoing **contract works**, **we** will only pay for loss or damage caused by or resulting from:
 - fire and smoke;
 - lightning and thunderbolt;
 - explosion;
 - earthquake;
 - impact by aircraft or other aerial devices or articles dropped or falling from them.

Liability cover

Your liability as owner of **your buildings** and its land is only covered if **you** have a **buildings** sum insured for the relevant **home** shown on **your statement of insurance**.

Your personal liability, **your** liability as occupier of **your buildings** and **your** liability to **domestic employees** are only covered if **you** have a **contents** sum insured shown on **your statement of insurance**.

How we will settle your claim

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 limits shown below, regardless of how many claims, **homes** or people are involved in the **incident**.

Excess

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

What is covered

We will pay for the following covers unless stated otherwise in **your policy** or unless an exclusion applies:

Property owners' liability

We will pay up to £10,000,000 for **damages you** are legally liable to pay as owner of **your buildings** and its land for **bodily injury** or **property damage**.

Personal liability

We will pay up to £10,000,000 for **damages you** are legally liable to pay for **bodily injury** or **property damage**, that occurs anywhere in the world.

Occupiers' liability

We will pay up to £10,000,000 for **damages you** are legally liable to pay as occupier of **your buildings** for **bodily injury** or **property damage**.

Domestic employers' liability

We will pay up to £10,000,000 for **damages you** are legally liable to pay for all covered claims in respect of any one **incident** for **bodily injury** to 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.

Additional covers

We will also pay for the following additional covers unless stated otherwise in **your policy** or unless an exclusion applies:

Credit cards, forgery and counterfeiting

Credit cards, forgery and counterfeiting is only covered if **you** have a **contents** sum insured shown on **your statement of insurance**.

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

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

Defective premises liability

Defective premises liability is only covered if **you** have a **buildings** sum insured shown on **your statement of insurance**.

We will pay up to £10,000,000 for **damages you** are legally liable to pay under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in respect of any private home which **you** previously owned or occupied and where 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 Act 1972 or Section 5 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 insurance policy covers **your** liability.

Defence costs

We will pay legal defence costs and legal expenses which **you** incur with **our** permission.

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 which **you** incur with **our** permission 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.

Director's and officer's liability

Director's and officer's liability is only covered if **you** have a **contents** sum insured shown on **your statement of insurance**.

We will pay up to £5,000,000 for **damages you** are legally liable to pay arising out of any voluntary work as a director or officer for an organised and registered charity.

An **excess** of £500 will apply to each and every covered loss.

Golfer's extension

Golfer's extension is only covered if **you** have a **contents** sum insured shown on **your statement of insurance**.

We will pay for the following whilst **you** are playing golf or participating in any activity at a golf club anywhere in the world:

Hole-in-one cover

We will pay up to £1,000 for expenses incurred in the event of **you** achieving a 'hole-in-one' 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.

Personal accident

We will pay up to £50,000, or less if limited by law, if **you** suffer an **accident** whilst playing golf which results in loss of life, **dismemberment** or **permanent total disablement**. The loss of life, **dismemberment** or **permanent total disablement** must occur within 12 months of the **accident**.

Third party damage

We will pay up to £10,000,000 for **property damage** to another person's property caused by **you** playing golf, irrespective of legal liability.

Liability as a tenant

Liability as a tenant is only covered if **you** have a **contents** sum insured for the relevant **home** shown on **your statement of insurance**.

We will pay up to £10,000,000 for **damages you** are legally liable to pay because of **your** tenancy of the **home** or any buildings occupied as student accommodation by **you** following loss or damage that would be insured under the Buildings cover of this **policy**, regardless of whether the buildings are insured under **your policy**.

Reversal of damages

We will pay up to £10,000,000 for **damages you** have been awarded in a court of the **United Kingdom** if they have not been paid to **you** within 3 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 that no appeal is pending.

You must repay to **us** any amount **we** pay, if **you** subsequently receive the **damages**.

Sponsorship protection

We will pay up to £2,500 to a charity or other non-profit making organisation if **you** are unable to participate in an event for which **you** have been sponsored due to an **accident** or illness, if the sponsors do not pay their sponsorship donation.

Unattached land

Unattached land is only covered if **you** have a **buildings** sum insured shown on **your statement of insurance**.

We will pay up to £10,000,000 for **damages you** are legally liable to pay as owner of **your unattached land** in the **United Kingdom** for **bodily injury** or **property damage**.

Liability exclusions

The following exclusions apply to the Liability cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

What is not covered

Aircraft

We will not pay for any **damages** arising from the ownership, possession, use, maintenance, loading or unloading of any aircraft other than **covered aircraft**.

Bodily injury to you

We will not pay for any **damages** for **bodily injury** to you.

Business activity

We will not pay for any **damages** arising from a **business** activity carried out by you.

We will pay for **damages** arising from:

- the ownership, possession or use of **your home** being rented to others;
- **incidental business at your home**;
- **incidental business away from your home**;
- **incidental farming**.

Communicable disease

We will not pay for 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 for any **damages** arising directly or indirectly from any threat or exposure or any consequences resulting from that illness, disease or virus.

Contract works

We will not pay for any **damages** arising from **contract works** where the estimated cost of those **contract works** exceeds 20% of the **buildings** sum insured or £1,000,000 whichever is less or where those **contract works** alter the square footage of **your home** or **outbuildings** or involve subterranean alteration.

We will pay for **damages** arising from **building works**.

Contractual liability

We will not pay for 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 the ownership, possession or use 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 employers' liability

We will not pay for any damages arising from any judgement or award given or made outside the courts of the **United Kingdom** or of a member of the European Union.

Libel, slander or defamation

We will not pay for any **damages** arising from libel, slander or defamation.

Motorised land vehicles

We will not pay for any **damages** arising from the ownership, possession or use of any motorised land vehicles, other than **covered land vehicles**.

We will not pay for any **damages** arising from the ownership, possession or use of any:

- motorcycles with an engine capacity of 50cc or less;
- domestic gardening vehicles including their attachments and accessories;
- quad bikes;

for an **incident** which occurs away from the grounds of **your home**.

We will not pay for any **damages** arising from the ownership, possession or use of any vehicle which is required to be registered for use on a public highway.

Pollution or contamination

We will not pay for any **damages** caused by, consisting of, or resulting from a **pollutant, contaminant**, smog, or industrial or agricultural smoke, unless it can be proven to **our** satisfaction that the **damages** have been incurred as a result of a sudden, identifiable, unintended and unexpected event that took place in its entirety at a specific time and place.

We will not pay for any **damages** arising from the extraction of **pollutants** or **contaminants** from land or water, or the removal, restoration or replacement of 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 event that took place in its entirety at a specific time and place.

Professional services

We will not pay for any **damages** arising from **you** performing or failing to perform professional services, including advice, for which **you** are legally responsible or licensed.

Property in your care

We will not pay for any **damages** for property which **you** own, is held in trust by **you** or is in **your** custody or control.

Punitive damages

We will not pay for any punitive fines, penalties or **damages**.

Unlicensed firearms

We will not pay for any **damages** arising from the ownership, possession or use of any unlicensed firearm.

Watercraft

We will not pay for any **damages** arising from the ownership, possession or use of any watercraft including jet skis.

We will pay for **damages** arising from the ownership, possession or use of sailboards, surfboards, paddleboards and hand propelled boats.

Lifestyle protection cover

Lifestyle protection cover only applies if shown on **your statement of insurance**.

How we will settle your claim

Lifestyle protection limit

This insurance applies separately to each covered person, but **we** will not pay more than the lifestyle protection limits shown below, regardless of how many **homes** or people are involved in the **incident**.

Excess

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

What is covered

We will pay for the following covers unless stated otherwise in **your policy** or unless an exclusion applies:

Aggravated burglary

We will pay the following costs and benefits incurred with **our** permission as a direct result of **aggravated burglary**:

- up to £10,000 for reasonable, temporary accommodation if **you** move out of **your home**, incurred within 12 months of the **aggravated burglary**;
- up to £10,000 to improve the security at **your home**, incurred within 12 months of the **aggravated burglary**;
- up to £10,000 for expenses **you** incur if **you** permanently relocate away from **your home**, incurred within 12 months of the **aggravated burglary**;

We will not pay for any costs if **your home** was already for sale prior to the **aggravated burglary**;

- up to £10,000 for **you** to use professional security guards or for **you** to seek advice from professional security consultants, incurred within 12 months of the **aggravated burglary**;
- up to £20,000 per person for lost personal income incurred within 12 months of the **aggravated burglary**.

The most **we** will pay is £40,000 for each **aggravated burglary**;

- up to £25,000 per person for psychiatric services prescribed by a physician incurred within 12 months of the **aggravated burglary**.

The most **we** will pay is £50,000 for each **aggravated burglary**;

- up to £25,000 per person for medical expenses prescribed by a physician incurred within 12 months of the **aggravated burglary**.

The most **we** will pay is £50,000 for each **aggravated burglary**;

- £100,000, or less if limited by law, per person for death or **dismemberment** occurring within 12 months of the **aggravated burglary**.

The most **we** will pay is £200,000 for each **aggravated burglary**.

Aggravated theft

We will pay the following costs and benefits which **you** incur with **our** permission as a direct result of **aggravated theft**.

- up to £20,000 per person for lost personal income, incurred within 12 months of the **aggravated theft**.

The most **we** will pay is £40,000 for each **aggravated theft**;

- up to £25,000 per person for psychiatric services prescribed by a physician incurred within 12 months of the **aggravated theft**.

The most **we** will pay is £50,000 for each **aggravated theft**;

- up to £25,000 per person for medical expenses prescribed by a physician incurred within 12 months of the **aggravated theft**.

The most **we** will pay is £50,000 for each **aggravated theft**;

- £100,000, or less if limited by law, per person for death or **dismemberment**, occurring within 12 months of the **aggravated theft**.

The most **we** will pay is £200,000 for each **aggravated theft**.

Air rage

We will pay the following costs which **you** incur with **our** permission as a direct result of **air rage**:

- up to £25,000 per person for psychiatric services prescribed by a physician incurred within 12 months of the **air rage**.

The most **we** will pay is £50,000 for each **air rage**;

- up to £25,000 per person for medical expenses prescribed by a physician incurred within 12 months of the **air rage**.

The most **we** will pay is £50,000 for each **air rage**.

Carjacking

We will pay the following costs and benefits incurred with **our** permission as a direct result of **carjacking**:

- up to £5,000 per person for accommodation expenses necessarily incurred to remain with the driver or occupant of the vehicle, whilst they are receiving medical treatment during the 12 months immediately following the **carjacking**;
- up to £5,000 per person for any other expenses necessarily incurred within 12 months of the **carjacking**;

- up to £20,000 per person for lost personal income, incurred within 12 months of the **carjacking**.

The most **we** will pay is £40,000 for each **carjacking**;

- up to £25,000 per person for psychiatric services prescribed by a physician, incurred within 12 months of the **carjacking**.

The most **we** will pay is £50,000 for each **carjacking**;

- up to £25,000 per person for medical expenses prescribed by a physician, incurred within 12 months of the **carjacking**.

The most **we** will pay is £50,000 for each **carjacking**;

- £100,000, or less if limited by law, per person for death or **dismemberment**, occurring within 12 months of the **carjacking**.

The most **we** will pay is £200,000 for each **carjacking**.

Hostage situation

We will pay the following costs and benefits which **you** incur with **our** permission as a direct result of a **hostage situation**:

- up to £20,000 per person for lost personal income, incurred within 12 months of the **hostage situation**.

The most **we** will pay is £40,000 for each **hostage situation**;

- up to £25,000 per person for psychiatric services prescribed by a physician, incurred within 12 months of the **hostage situation**.

The most **we** will pay is £50,000 for each **hostage situation**;

- up to £25,000 per person for medical expenses prescribed by a physician incurred within 12 months of the **hostage situation**.

The most **we** will pay is £50,000 for each **hostage situation**;

- £100,000, or less if limited by law, per person for death or **dismemberment**, occurring within 12 months of the **hostage situation**.

The most **we** will pay is £200,000 for each **hostage situation**.

Personal intimidation

We will pay the following costs which **you** incur with **our** permission as a direct result of **personal intimidation**:

- up to £10,000 for reasonable, temporary accommodation if **you** move out of **your home**, incurred within 12 months of the **personal intimidation**;
- up to £10,000 to improve the security at **your home**, incurred within 12 months of the **personal intimidation**;

- up to £10,000 for **you** to use professional security guards or for **you** to seek advice from professional security consultants, incurred within 12 months of the **personal intimidation**;
- up to £10,000 per person for psychiatric services prescribed by a physician incurred within 12 months of the **personal intimidation**.

The most **we** will pay during any one **period of insurance** is £30,000.

Road rage

We will pay the following costs incurred with **our** permission as a direct result of **road rage**:

- up to £25,000 per person for psychiatric services prescribed by a physician, incurred within 12 months of the **road rage**.

The most **we** will pay is £50,000 for each **road rage**;

- up to £25,000 per person for medical expenses prescribed by a physician, incurred within 12 months of the **road rage**.

The most **we** will pay is £50,000 for each **road rage**.

Lifestyle protection exclusions

The following exclusions apply to the Lifestyle protection cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

What is not covered

Intentional acts

We will not pay for any costs or benefits arising from **you** or **your** guest committing or attempting to commit:

- suicide;
- an intentional act of **dismemberment**.

Persons known to you

We will not pay for any costs or benefits arising from the acts of any of the following, except under Personal intimidation cover:

- **you**;
- **your** relative or ex-relative;
- an estranged or former spouse of **you**, **your** relative or ex-relative;
- a domestic partner or former domestic partner of **you**, **your** relative or ex-relative.

Legal protection and Home assistance

Legal protection and Home assistance cover is underwritten and administered by ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW.

ARAG Head and Registered Office:

ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW

Registered in England and Wales | number 103274 | Website: www.arag.co.uk

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

Financial Services Compensation Scheme

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

Helpline services

You can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** may record all calls.

When phoning, please tell **us your** policy number. Please do not phone **us** to report a general insurance claim.

EuroLaw Legal advice service

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

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

Tax advice service

We offer confidential advice over the phone on personal tax matters in the UK.

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

Health and medical information service

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

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

Legal Protection and Home Assistance

For the following 3 assistance services, you will be responsible for paying the costs for the help provided

Veterinary assistance service

If **your** pet is injured, **we** can help find a vet who can offer treatment.

Childcare assistance

We will arrange help following an emergency (such as illness or injury to **you**) if a regular service child minder cannot attend or **you** have to leave children at home unexpectedly.

Home help

We will arrange help following an emergency (such as illness or injury to **you**) when help is needed to run the home. **We** can help find cleaning staff, au pairs and housekeepers.

To contact any of the above helpline services, please phone: 0117 933 0621

Counselling service

We will provide **you** with a confidential counselling service over the phone if **you** are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which **we** refer **you**.

This helpline is open 24 hours a day, seven days a week.

To contact the counselling helpline, please phone: 0344 893 9012

Identity theft service

If **you** are a resident in the UK or the Channel Islands, **we** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of identity theft.

This helpline is open 8am – 8pm, seven days a week.

To contact the identity theft helpline, please phone: 0344 848 7071

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

Legal protection and Home assistance definitions

The following definitions apply to the Legal protection and Home assistance of **your policy**. Additional definitions apply and are shown in Definitions.

ARAG Standard terms of appointment

The terms and conditions, including the amount **we** will pay the **representative**, that **we** apply to the relevant type of claim. This could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an representative the amount is currently £100 per hour. This amount may vary from time to time.

Costs and expenses

- For Legal protection cover, all reasonable and necessary costs chargeable by the representative and agreed by **us** in accordance with the **ARAG Standard terms of appointment**;
- For Legal protection cover, the costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

Date of occurrence

For civil cases other than for Tax protection, 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 first of these events (This is the date the event happened, which may be before the date **you** first became aware of it);

For criminal cases, the date when **you** began, or are alleged to have begun, to break the criminal law in question;

For Tax protection, the date when HM Revenue & Customs first notifies **you** in writing of their intention to make an enquiry.

Denial of service attack

Malicious and unauthorised attack which prevents the use of or access to **your home systems** by disrupting their connection to the internet.

Emergency

The insured event is sudden, unexpected and requires immediate corrective action to:

- a) prevent damage or further damage to **your home**; or
- b) make **your home** secure; or
- c) relieve unreasonable discomfort, risk to health or difficulty to an **insured person**.

Emergency Assistance Limit

£1,500 (including VAT) for the call-out charge, labour costs, parts and materials for each **incident** following an **emergency**. This does not include any amount payable in respect of **hotel accommodation**.

Home

- **Your** principal home or a second/weekend/holiday home shown on your **statement of insurance**, used or lived in by **you** or used as holiday accommodation by anyone else with **your** permission;
- For Home assistance cover this includes attached or integral garages but does not include walls, gates, hedges, fences, outbuildings (other than where an outbuilding is used as a residential dwelling or for **your** profession or trade), sheds, detached garages or anything outside the legal boundary of the property.

Hotel accommodation

The room-only cost of one night's accommodation for **you** if **your home** remains uninhabitable following an **emergency**. The most **we** will pay for **hotel accommodation** is £400 (including VAT).

Identity theft

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

Main heating system

The main hot-water or central-heating system in **your home**. This includes pipes that connect components of the system but not cold-water supply or drainage pipes. It does not include any non-domestic heating, any form of alternative heating system, such as solar heating, biomass, or heat pump (ground source heat pump or air source heat pump).

Nuisance

Any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it.

Plumbing and drainage

The cold-water supply and drainage system within the boundary of **your home** and for which **you** are legally responsible. This does not include:

- a) pipes for which **your** water supply or sewerage company are responsible;
- b) rainwater drains and soakaways.

Preferred law firm

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

Reasonable prospects

- a) For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including as enforcement of judgement), or make a successful defence, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.
- b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
- c) For all civil and criminal appeals, the prospects of a successful outcome must be at least 51%.

Representative

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

Territorial limits

- Anywhere in the world for Bodily injury and Contract disputes;
- **United Kingdom** for Clinical negligence, Court attendance, Employment Disputes, Identity theft protection, Legal defence, Planning application appeals, Property protection, Service occupancy and Tax protection.

Vermin

Wasps' and/or hornets' nests, rats, mice; or grey squirrels.

We, us, our, ARAG

- ARAG Legal Expenses Insurance Company Limited.

You, your

The person or persons named on **your statement of insurance**, a spouse or partner who permanently resides with them and any member of their family who permanently resides with them, including **domestic employees** and students temporarily living away from **home**. Anyone claiming under this policy must have the policyholder's agreement to claim.

Legal protection cover

Helping you with your legal problems

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0344 893 9011**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

When you need to make a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone **us** on **0344 893 9011** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

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

Our agreement

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

- **reasonable prospects** exist for the duration of the claim;
- the **date of occurrence** of the insured **incident** is during the **period of insurance**;

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

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

We, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**. Anyone claiming under this section must have the policyholder's agreement to claim.

What we will pay

We will pay a representative, on **your** behalf, **costs and expenses** incurred following an insured **incident**, provided that:

- in respect of an appeal or the defence of an appeal, **you** tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that reasonable prospects exist;
- for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £250,000.

The most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm, where acting as a **representative** is currently £100 per hour. This amount may vary from time to time.

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What we will not pay

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

What is covered

We will pay a **representative** for **costs and expenses** for the following insured incidents unless stated otherwise in **your policy** or unless an exclusion applies:

Bodily injury

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

Clinical negligence

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

Contract disputes

Goods or services

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

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

Your home

A contractual dispute arising from an agreement or an alleged agreement entered into in a personal capacity for the buying or selling of **your home**. Please note that the amount in dispute must be more than £100 (including VAT).

Employment disputes

Employee disputes

A dispute relating to **your** contract of employment or future employment.

Employer disputes

Defence of **your** legal rights in legal proceedings in respect of any dispute with:

- a **domestic employee**, prospective **domestic employee** or ex-**domestic employee** arising from or relating to a contract of employment with **you**;
- a **domestic employee**, prospective **domestic employee** or ex-**domestic employee** arising from an alleged breach of their statutory rights under employment legislation.

Identity theft protection

Following a call to the identity theft helpline service, once it has been established **you** are the victim of identity theft, **we** will:

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

Provided that:

- **you** have notified **your** bank or building society as soon as possible;
- **you** must tell **us** if **you** have previously suffered **identity theft**, and
- **you** have taken all reasonable action to prevent continued unauthorised use of **your** identity.

Jury service and court attendance

Your absence from work:

- to attend any court or tribunal at the request of the **representative**;
- to perform jury service;
- to carry out activities specified in **your identity theft** action plan under the Identity theft protection section of **your policy**.

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

Legal defence

Employment

Defence of **your** legal rights if an event arising from **your** work as an employee leads to:

- **you** being interviewed by the police or others with the power to prosecute;
- **you** being prosecuted in a court of criminal jurisdiction;
- civil action being taken against **you** under:
 - legislation for unlawful discrimination;
 - data protection legislation.
 - a disciplinary case being brought against **you** by the relevant authority.

Motor vehicle

Defence of **your** legal rights if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

Planning application appeals

We will negotiate on **your** behalf following the refusal of the Local Planning Authority to grant planning permission following **your** request for planning approval provided that:

- **you** have taken all reasonable steps to ensure planning permission is granted, such as consulting with the Local Authority prior to submitting **your** application;
- **you** have exhausted every alternative option to secure planning approval prior to launching a planning application appeal.

The most **we** will pay for planning application appeals is £5,000.

Property protection

A civil dispute relating to **your home** or **contents** following:

- an event which causes or could cause physical damage to such material property. The amount in dispute must be more than £100;
- a **nuisance**;
- a trespass.

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

If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

Service occupancy

A dispute against a **domestic employee** or ex-**domestic employee** to recover possession of **your home**.

Tax protection

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

Legal protection conditions

The following conditions apply to the Legal protection cover of **your policy**. **Your** failure to comply with these conditions may result in **your** claim not being met, or not being met in full. Additional conditions apply and are shown in General policy conditions.

Arbitration

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

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **us**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

Assessing and recovering costs

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

You must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.

Law that applies

This policy is governed by the law that applies in the part of the **United Kingdom**, where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

Legal action we have not agreed

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

Legal representation

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

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

If **you** choose a law firm as **your representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **ARAG Standard terms of appointment**.

The amount **we** will pay a law firm (where acting as the **representative**) is currently £100 per hour. This amount may vary from time to time.

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

Offers of settlement

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

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

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

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

Representation

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

Second opinion

If there is a disagreement on the merits of the claim or proceedings, or on a legal principle, **we** may suggest **you** obtain at **your** own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **us** and the cost expressly agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence. This does not affect **your** rights under Legal protection condition arbitration.

Your responsibilities

- **You** must co-operate fully with **us** and the **appointed representative**;
- **You** must give the **appointed representative** any instructions that **we** ask **you** to.

Legal protection exclusions

The following exclusions apply to the Legal protection cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

What is not covered

Bodily injury

We will not pay for any claim relating to:

- clinical negligence (please refer to insured **incident Clinical negligence**);
- defending **your** legal rights, but **we** will cover defending a counter-claim;
- illness or **bodily injury** that happens gradually;
- psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused **bodily injury** to **you**.

Clinical negligence

We will not pay for any claim relating to:

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

Contract disputes

We will not pay for any claim relating to:

- a) the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim)
- b) a dispute arising from any loan, mortgage, pension, investment or borrowing
- c) a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings (other than disputes arising from **you** buying or selling **your** principal home or **you** renting **your** principal home as a tenant). However, **we** will cover a dispute with a professional adviser in connection with these matters.

Costs and expenses

We will not pay for any costs and expenses:

- incurred before **our** expressed acceptance.

Legal action we have not agreed

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

Court attendance

Any claim if **you** are unable to prove **your** loss.

Defamation

We will not pay for any claim relating to written or verbal remarks that damage **your** reputation.

Dispute with us

We will not pay for any claim relating to a dispute with **us** or Zurich Insurance Company Ltd.

Employment disputes

We will not pay for any claim:

Employee dispute

- arising from or relating to any employers' disciplinary hearings or internal grievance procedures;
- relating solely to **bodily injury**;
- for a settlement agreement while **you** are still employed.

Employer dispute

- arising from or relating to any employers' disciplinary hearings or internal grievance procedures;
- arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005;
- unless the **domestic employee** is, or the ex-**domestic employee** was, employed within the **United Kingdom**.

Fines and penalties

We will not pay for any fines, penalties, compensation or damages **you** are ordered to pay by a court or other authority.

Identity theft protection

We will not pay for claims arising from or relating to:

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

Judicial review

We will not pay for any claim relating to a judicial review, coroner's inquest or fatal accident inquiry.

Keeping to the policy terms

You must:

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

Late notification

We will not pay for any claim that has not been reported to **us** within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

Legal defence

We will not pay for any claim relating to:

- parking or obstruction offences;
- **you** driving a motor vehicle for which **you** do not have valid motor insurance;
- hacking, unauthorised access or other type of cyber attack affecting stored personal data.

Litigant in person

We will not pay for any claim where **you** are not represented by a law firm, barrister or tax expert.

Planning application appeals

We will not pay for claims arising from or relating to planning applications **you** make which are not for land **you** already own at the site of **your home**.

Property protection

We will not pay for any claim relating to:

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

Service occupancy

We will not pay for any claim:

- unless the **domestic employee** is, or the ex-**domestic employee** was, employed within the **United Kingdom**;
- relating to the defence of **your** legal rights other than the defence of a counter-claim.

Tax protection

We will not pay for any claim:

- if **you** are self-employed, a sole-trader or in a business partnership;
- relating to an investigation or enquires by HM Revenue & Customs Special Investigations or the HM Revenue & Customs Prosecution Office.

Home assistance

How we can help

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

We will either:

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

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

To claim under **your** policy, please check the information below, which tells **you** when **we** can help and what **you're** covered for, then phone **us** on **0800 328 3306**. **We** will ask **you** to confirm:

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

Our phone lines are open 24 hours a day, 365 days a year. To help **us** check and improve **our** service standards, **we** may record all calls.

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

When we cannot help

- **You** should immediately contact the fire, ambulance or police service in a situation that could result in serious risk to **you** or substantial damage to **your home**.
- If **you** think there is a gas leak, **you** should contact the National Gas Emergency Service on **0800 111 999**.
- If there is an emergency relating to a service such as the mains water or electricity supply, **you** should contact **your** supplier.

We will always try to get to **you** as soon as possible but sometimes it may take **us** longer than **we** would like because the weather is bad, **you** are in a remote location or parts needed to complete the repair are unavailable.

If providing help would put **our** contractors in danger, for example carrying out roof repairs in high winds or repairing damp electrics, **we** will wait until the conditions have improved before sending someone out.

What we will pay

1. **We** will arrange and pay for a contractor to take action up to the **emergency assistance limit** for each insured event.
2. If **your home** remains uninhabitable overnight following an insured event, **we** will reimburse **you** for hotel accommodation. **You** must send **us** all relevant invoice(s) before **we** will reimburse **you**. The decision on whether **your home** is uninhabitable will take into account whether it would be fair and reasonable for **you** to remain in **your home**.

What we will not pay

- a) Any costs per **emergency** which exceed the **emergency assistance limit**; and/or
- b) Any costs of overnight accommodation which exceed the amounts specified under **hotel accommodation**.

What is covered

You are insured for the incidents as set out below during the **period of insurance**.

Roof damage

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

Plumbing and drainage

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

Main heating system

Failure of the main heating system in **your home**.

Domestic power supply

Failure of **your home's** domestic electricity, or domestic gas supply, but not the failure of the mains supply.

Toilet unit

Damage to, or mechanical failure of, a toilet bowl or cistern that results in complete loss of the only toilet, or of all toilets in **your home**.

Home security

Damage to, or the failure of, external doors, windows or locks which leaves **your home** insecure.

Lost keys

The only available set of keys to **your home** are lost, stolen or damaged and unusable and **you** cannot replace them, or cannot gain normal access to **your home**.

Vermin

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

Home assistance exclusions

The following exclusions apply to the Home assistance cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

What is not covered

We will not pay for:

Communal areas

Any claim which would require **us** to undertake repairs or any other remedial or corrective action to:

- i. any shared areas or communal parts of a property (or for which **you** do not have sole responsibility); or
- ii. any shared fixtures and fittings, facilities or services outside the legal boundary of **your home**.

Connected homes

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

Costs we have not agreed

Costs incurred by **you** before **we** have accepted a claim.

Cyber

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

Damage caused during repairs

Damage caused where it is necessary to gain access to carry out repairs.

Deliberate acts

A claim arising from a deliberate act or omission by **you**.

Failure to carry out previously recommended repairs

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

Guarantee and warranty

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

Home maintenance

Normal day-to-day home maintenance that **you** should carry out or pay for (such as servicing of heating and hot-water systems).

Incorrect installations or repairs

A claim relating to the failure of equipment or facilities that results from them being incorrectly installed, repaired, modified or maintained, or that is caused by a design fault that makes them inadequate or unfit for use.

Main heating

We will not pay where there is a combined output of more than 70 Kw/hr for all boilers in **your home**.

Mains supplies

A claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or **your** failure to buy or provide enough gas, electricity or other fuel source.

Nobody at home

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

Rented properties

A property that **you** rent or let other than where **you** have consented to **your home** being used as holiday accommodation.

Repair is uneconomical

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

Replacement boilers or appliances

The costs, or any contribution towards the costs, of replacing a boiler, storage heater or any other heating or domestic appliance. (**We** will pay up to the **emergency assistance limit** for any repairs that are carried out.)

Risk to health and safety

A claim where the incident cannot be resolved safely by **our** approved contractor (or which requires specialist assistance) because of the presence of dangerous substances or materials (such as asbestos), or where conditions make attempting a repair dangerous.

Septic tanks, cess pits and fuel tanks

The malfunction or blockage of septic tanks, cess pits or fuel tanks.

Subsidence, landslip and heave

A claim arising from **subsidence, landslip or heave**.

Toilet unit

We will not pay for damage if there is at least one functioning toilet in **your home**.

Unoccupied homes

A claim where **your home** has been left unoccupied for 60 or more consecutive days.

Vermin

We will not pay for damage caused by vermin outside the main dwelling e.g. in garages and other **outbuildings**, or the removal and/or control of bees' nests.

Home assistance conditions

The following conditions apply to the Home assistance cover of **your policy**. **Your** failure to comply with these conditions may result in **your** claim not being met, or not being met in full. Additional conditions apply and are shown in General policy conditions.

Circumstances beyond our control

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

Keeping to the policy terms

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

Law that applies

This policy is governed by the law that applies in the part of the **United Kingdom**, the Channel Islands or the Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Losses not directly covered by this section

We will not pay for losses that are not directly covered by this section. For example, **we** will not pay to replace a carpet damaged by a leak or for time taken off work because of an incident.

Maintenance

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

Other insurances

If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

Replacement parts

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

Legal protection and Home assistance important notes

The following data protection and complaint information applies to the Legal Protection and Home assistance cover of **your policy**.

Data protection

To comply with data protection regulations **we** are committed to processing **your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from **you**, the third party dealing with **your** claim or from the authorised partner who sold **you** the policy.

Who we are

ARAG is part of ARAG Legal Expenses Insurance Company Limited which is part of ARAG UK Holdings Limited (ARAG). The uses of personal data by **us** and members of ARAG are covered by **our** individual company registrations with the Information Commissioner's Office. **ARAG** has a Data Protection Officer who can be contacted through dataprotection@arag.co.uk.

How we will use your information

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of ARAG, so they may contact **you** for **your** feedback. If the policy includes legal advice **we** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place the information may also be sent outside the EEA so the service provider can administer the claim.

We will take all steps reasonably necessary to ensure that the data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **ARAG**. A copy is also accessible and can be downloaded via **our** website.

What is our legal basis for processing your information?

It is necessary for **us** to use the personal information to perform **our** obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use **your** personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

How long will your information be held for?

We will retain **your** personal data for 7 years. **We** will only retain and use **your** personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** wish to request that **we** no longer use **your** personal data, please contact **us** at dataprotection@arag.co.uk.

What are your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
ARAG Legal Expenses Insurance Company Limited
Unit 4a
Greenway Court
Bedwas
Caerphilly
CF83 8DW

Or via Email: dataprotection@arag.co.uk

How to make a complaint about the processing of personal data

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If **you** remain dissatisfied then **you** have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk

How to make a complaint

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

- phoning 0344 893 9013
- emailing customer-relations@arag.co.uk
- writing to the Customer Relations Department, ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW
- completing **our** online complaint form at www.arag.co.uk/complaints

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

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

You can contact them by:

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

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

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

Annual travel cover

Annual travel cover only applies if shown on **your statement of insurance**.

How we will settle your claim

Basis of cover

This insurance applies separately per **insured person** per **trip** or **planned trip**.

Excess

An **excess** of £250 will apply to each and every covered loss unless stated otherwise in **your policy**.

Aggravated burglary and Aggravated theft excess waiver

The **excess** shown above will not apply to a covered loss for **aggravated burglary** or **aggravated theft**. This Aggravated burglary and Aggravated theft excess waiver does not apply to any compulsory **excess** shown on **your statement of insurance**.

Large loss excess waiver

No **excess** will apply to a covered loss that is greater than £25,000. This Large loss excess waiver does not apply to any compulsory **excess** shown on **your statement of insurance**.

What is covered

We will pay for the following covers unless stated otherwise in **your policy** or unless an exclusion applies:

Cancellation

We will pay up to £25,000 for the cost of unused travel, accommodation and excursions **you** have paid or **you** are contracted to pay, if the **trip** or **planned trip** is necessarily and unavoidably cancelled as a direct result of any of the following:

- **bodily injury**, illness or death of:
 - an **insured person**;
 - a person with whom the **insured person** has arranged to travel or stay with;
 - a close relative, close friend or business colleague;
- inability to travel of an **insured person** or a person with whom the **insured person** has arranged to travel with, due to:
 - their compulsory quarantine;
 - them being called as a court witness;
 - an official requirement for them to attend emergency duty in military, medical or public service;
 - them being called for jury service.

We will not pay for cancellation due to jury service unless postponement has been denied by the Clerk of Court;

- **you** being made redundant and qualifying for redundancy payment under current legislation;
- a requirement for **you** to attend **your home** following a covered loss:
 - as a result of a police request, or;
 - to prevent further damage to **your home**;
- any advice or instruction by the Foreign, Commonwealth and Development Office (FCDO) or the World Health Organisation (WHO) against all travel to, or all but essential travel to, a country or one of its regions;
- an inability to travel for at least 12 hours due to the cancellation or delay of the outbound scheduled public transport;
- **your** pre-arranged accommodation being rendered inaccessible or uninhabitable for the duration of **your** stay

The most **we** will pay for any one **trip** or **planned trip** is £100,000 regardless of the number of **insured persons**.

Curtailment

We will pay up to £25,000 for the cost of unused travel, accommodation and excursions **you** have paid or **you** are contracted to pay, and an **insured person's** additional repatriation costs, if the **trip** is necessarily and unavoidably curtailed as a direct result of any of the following:

- **bodily injury**, illness or death of:
 - an **insured person**;
 - a person with whom the **insured person** has arranged to travel or stay with;
 - a close relative, close friend or business colleague;
- an official requirement for **you** to attend emergency duty in military, medical or public service;
- a requirement for **you** to attend **your home** following a covered loss:
 - as a result of a police request, or;
 - to prevent further damage to **your home**;
- any advice or instruction by the Foreign, Commonwealth and Development Office (FCDO) or the World Health Organisation (WHO) to depart or consider departing a country or one of its regions;
- **your** pre-arranged accommodation being rendered inaccessible or uninhabitable for the remainder of **your** stay.

The most **we** will pay for any one **trip** is £100,000 regardless of the number of **insured persons**.

Emergency medical expenses

We will pay up to £10,000,000 if an **insured person** becomes ill, sustains **bodily injury** or requires dental treatment for emergency pain relief, during a **trip** outside the **United Kingdom** for the following, when reasonably and necessarily incurred:

- ambulance, hospital, medical, and surgical costs;
- additional repatriation costs;
- additional travel and accommodation costs;
- additional travel and accommodation costs for an **insured person** who is required on medical advice to travel to or remain with the **insured person**;
- funeral expenses outside the **United Kingdom**.

We will not pay for any costs or expenses arising from a medical condition for which an **insured person** is awaiting the results of medical tests or investigations or is on a hospital waiting list.

Personal accident

We will pay £50,000, or less if limited by law, if an **insured person** suffers an **accident** when on a **trip** which results in loss of life, **dismemberment** or **permanent total disablement**. The loss of life, **dismemberment** or **permanent total disablement** must occur within 12 months of the date of the **accident**.

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

There is no **excess** applicable to this cover.

Catastrophe

We will pay up to £2,000 for the reasonable cost of additional transport and accommodation to enable an **insured person** to continue their **trip** if:

- they are unable to travel for least 12 hours due to the cancellation or delay of the scheduled public transport on which an **insured person** is booked to travel, or;
- their pre-booked accommodation is inaccessible or uninhabitable.

Delay and detour

We will pay £150 for each completed 12 hour delay if the scheduled public aircraft on which an **insured person** is booked to travel at either the start or the end of the **trip** is:

- delayed for more than 12 hours after the scheduled departure time;
- cancelled 12 hours after the scheduled departure time, or;
- forced to make an unscheduled stop which results in a delayed arrival of more than 12 hours at the **insured person's** scheduled destination.

The most **we** will pay is £300.

There is no **excess** applicable to this cover.

Delayed baggage

We will pay up to £500 for emergency items that an **insured person** necessarily purchases if their baggage is temporarily lost in transit for more than 12 hours.

There is no **excess** applicable to this cover.

Delayed return

We will pay up to £100 per day for the following additional costs if **your trip** is necessarily extended following a covered loss:

- kennel fees;
- cattery fees;
- livery fees;
- pet sitter fees;
- house sitter fees.

The most **we** will pay is £500.

There is no **excess** applicable to this cover.

Golf

Equipment

We will pay up to £100 per day for the cost of hiring golf equipment following loss, damage or temporary loss in transit for more than 12 hours, of an **insured person's** own or hired golf equipment.

The most **we** will pay is £1,500.

There is no **excess** applicable to this cover.

Course closure

We will pay up to £100 per day if the course on which an **insured person** was booked to use is closed and there is no suitable alternative available.

The most **we** will pay is £1,500.

There is no **excess** applicable to this cover.

Golf expenses

We will pay up to £2,000 for the cost of unused green, hire or tuition fees, **you** have paid or **you** are contracted to pay, following:

- **bodily injury**, illness or death of an **insured person**;
- loss or damage of an **insured person's** course pass.

Hijack

We will pay up to £25,000 for the cost of unused travel, accommodation and excursions **you** have paid or **you** are contracted to pay, and an **insured person's** additional repatriation costs, if the scheduled public aircraft on which an **insured person** is travelling is hijacked.

Hospital benefit

We will pay £100 for each completed 24 hours that an **insured person** spends in hospital as an inpatient if an **insured person** becomes ill or sustains **bodily injury** during a **trip**.

The most **we** will pay is £1,500.

There is no **excess** applicable to this cover.

Loss of documents

Following loss or damage to an **insured person's** passport, visa, travel documents or driving licence whilst on a **trip**, **we** will pay up to £2,000 for the reasonable cost of additional transport and accommodation incurred whilst obtaining replacements or temporary replacements.

Missed departure

We will pay up to £2,000 for the reasonable cost of additional transport and accommodation to enable an **insured person** to continue their **trip** if they fail to board their scheduled public transport due to the following:

- the failure of public transport in which they were travelling or were booked to travel to reach their scheduled public transport, or;
- the accident or breakdown of a vehicle in which they were travelling or were booked to travel to reach their scheduled public transport.

Search and rescue

We will pay up to £5,000 which **you** incur for the cost of search and rescue by emergency services to avoid or mitigate **bodily injury** to an **insured person**.

Winter sports

Equipment

We will pay up to £100 per day for the cost of hiring skiing or snowboarding equipment following loss, damage or temporary loss in transit for more than 12 hours, of an **insured person's** own or hired skiing or snowboarding equipment.

The most **we** will pay is £1,500.

There is no **excess** applicable to this cover.

Piste closure

We will pay up to £100 per day if the piste on which an **insured person** was booked to use is closed and there is no suitable alternative available.

The most **we** will pay is £1,500

There is no **excess** applicable to this cover.

Ski expenses

We will pay up to £2,000 for the cost of unused ski passes, hire or tuition fees, **you** have paid or **you** are contracted to pay, following:

- **bodily injury**, illness or death of an **insured person**;
- loss or damage of an **insured person's** ski pass.

Annual travel exclusions

The following exclusions apply to the Annual travel cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

Activities

We will not pay for any loss caused by or resulting from an **insured person** participating in:

- any sport as a professional;
- armed forces activities other than under Cancellation and Curtailment;
- any **hazardous activity**.

Aerial activity

We will not pay for any loss caused by or resulting from an **insured person's** use of any aircraft unless as a passenger.

Intentional acts

We will not pay for any loss caused by or resulting from an **insured person**:

- committing or attempting to commit suicide;
- intentionally injuring themselves;
- intentionally putting themselves in unnecessary danger, unless in an attempt to save human life.

Maximum age limit

We will not pay for any loss for an **insured person** aged 80 or over at the commencement of the **period of insurance**.

We will not pay for any loss for a **trip** or **planned trip** outside of the European Union member states, Norway and Switzerland, for an **insured person** aged 75 or over at the commencement of the **period of insurance**.

Maximum trip

We will not pay for any loss for a **trip** or **planned trip** exceeding 90 days.

Medical advice

We will not pay for any loss caused by or resulting from:

- an **insured person's** failure to obtain any recommended vaccines/inoculations or medications prior to their **trip**;
- an **insured person** travelling against the advice of a physician.

Medical conditions

We will not pay for any loss caused by or resulting from:

- medical or surgical treatment for which an **insured person** travelled to obtain;
- a medical condition which an **insured person** knew about at the time the **trip** or **planned trip** was booked unless the condition is normally stable and under control and the **insured person** has not been treated as an in-patient or out-patient in relation to the condition more than once in the last 12 months.

Predictable events

We will not pay for any loss caused by or resulting from an **incident** or circumstance that **you** knew or should reasonably have known about at the time the **trip** or **planned trip** was booked or at the commencement of the **period of insurance**, whichever was later.

Travel advice

We will not pay for any loss caused by or resulting from an **insured person** travelling to a country or one of its regions against any advice or instruction by the Foreign, Commonwealth and Development Office (FCDO) or equivalent government or national authority, or the World Health Organisation (WHO).

United Kingdom travel

We will not pay for any loss for a **trip** or **planned trip** within the **United Kingdom** unless it includes a pre-booked flight or ferry crossing or is a minimum of 2 nights in paid accommodation.

Use of drugs

We will not pay for any loss caused by or resulting from an **insured person** taking or using any drugs other than in accordance with a physician's prescribed instructions.





Zurich Private Clients

www.zurich.co.uk/high-net-worth

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