

Hiscox 606 Insurance Policy wording







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General terms and conditions

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Introduction

Thank you for choosing to insure with Hiscox. Please read this wording, together with any endorsements and the schedule, very carefully.

If anything is not correct, please tell us or your broker as soon as possible.

We always try to deliver the highest standards of service. Your views are important to us, so if you feel that our service is below the standard you would expect from Hiscox, please contact us on the phone number shown in your schedule.

General definitions

Words shown in bold type have the same meaning throughout this **policy** and are defined below. Any extra definitions are shown in the section to which they apply.

Act of terrorism

An act, including using or threatening to use force or violence, which:

- 1. is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and
- 2. is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

Amount insured

The most we will pay as shown in the schedule.

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- 2. ongoing operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology.

Cyber attack

Any digital attack or interference, whether by a hacker or otherwise, designed to:

- gain access to;
- 2. extract information from;
- 3. disrupt access to or the operation of;
- 4. cause damage to,

any data or computer or digital technology, including but not limited to:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

Endorsement

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

European Union

The countries within the European Union.

Excess

The amount you are required to pay as the first part of each agreed claim.



Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- data held electronically by you or on your behalf.

This definition does not apply to the Personal cyber section of the policy.

Period of insurance

The time for which this **policy** is in force as shown in **your schedule**.

Policy

This insurance document and the schedule, including any endorsements.

Program(s)

A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.

Schedule

The document showing **your** name, **your** address and **your** insurance details that **we** sent **you** when **we** accepted this insurance or following any subsequent amendment to **your** cover, whichever is the more recent.

Social engineering communication

Any request directed to **you** or someone on **your** behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

United Kingdom

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

We/us/our

The insurer named in the **schedule** in respect of each section of the **policy**.

You/your

The policyholder named in the **schedule** and anyone else identified as 'you/your' in the Special definitions of any section of this **policy**.

Our promise to you

We will:

- 1. cover **you** in accordance with the terms and conditions of this **policy** in return for the premium **you** pay; and
- 2. pay covered claims as quickly and efficiently as possible.

Your promise to us

You must:

- take care when providing any information we ask for and ensure that it is true, accurate and complete. Tell us or your broker if this information changes. If you are in any doubt, please talk to us or your broker. We will tell you if a change in information affects your insurance; and
- 2. comply with the terms and conditions of this **policy**, including the terms of each section.

If you do not, it may affect the validity of the policy, our ability to pay a claim or the amount we pay in respect of a claim.

How to make a claim

In order for us to deal with your claim you must:

- 1. tell **us** or **your** broker as soon as possible if something has happened which may result in a claim. If a crime has been committed, **you** must also tell the police as soon as possible;
- 2. not admit responsibility or make any offer of payment without **our** prior agreement;
- 3. send any correspondence regarding a claim to **us** or **your** broker if **you** have one, as soon as **you** can;
- 4. give **us** all the co-operation **we** need to investigate and resolve **your** claim, including providing evidence of the value of any items involved in a claim as well as any other relevant information and documents **we** may reasonably require;



- 5. allow **us** to take over and deal with the defence or settlement of any claim in **your** name, if **you** are being held responsible for causing an injury or damage to property; and
- allow us to start recovery proceedings in your name and give us all the assistance we need to do this.

If you do not, we may reduce any payment we make under this policy by an amount equal to the detriment we have suffered as a result of your failure to comply with these obligations.

You must also comply with any other conditions contained within the specific sections of the **policy**.

Information you have given us

Reasonable care

The information you give to us is important as we use this in setting the terms and
premium for the policy. You must take reasonable care not to give us information that
is untrue, incomplete or inaccurate.

Deliberately or recklessly given information

Occasionally, we are deliberately or recklessly given false information. If this happens
we will treat this policy as if it never existed and refuse all claims. You must repay any
payments already made by us under the policy and we will not return the premium to you.

Carelessly given information

- 3. If you acted carelessly when giving us your information, several things could happen:
 - a. if **we** provided insurance cover that **we** would not otherwise have offered, **we** will treat this insurance as if it had never existed. If this happens, **we** will give **you** back **your** premium and **you** must repay any payments already made by **us** under the **policy**;
 - if we would have insured you on different terms, we will amend this policy retrospectively and apply these amended terms to all claims under the policy, including any claims you have already made; or
 - c. if we would have charged you more premium if you had provided accurate information, you must pay us the difference between the premium we actually charged and the premium we would have charged. We may deduct this amount from any claim payment.

Paragraphs 3. b. and c. above do not apply where:

- the information concerned relates to the value of any physical property covered under this **policy**; and
- ii. the underinsurance condition in the Your home and personal possession section applies

Changes to information

4. If there are any significant or material changes during the **period of insurance** to any information **you** have given **us**, **you** must let **us** know as soon as possible. This includes anything that could result in any limit within the **policy** not being sufficient, such as acquiring new property. **We** may then change the terms of the **policy**, charge an additional premium or cancel the **policy** in accordance with the cancellation condition. If **you** do not tell **us** about such change, **we** will be entitled to the remedies set out under 3. a. to c. above with effect from the date of the change.

You do not need to tell **us** about any newly acquired property covered under 'New possessions' in the Home and personal possessions section, where **you** benefit from that additional cover.

Your obligations

You must:

- 1. always try to prevent accident or injury and protect **your** property against loss or damage;
- 2. keep your property in good condition and repair; and
- 3. arrange for urgent repairs to be undertaken as soon as possible, if such repairs are needed to prevent further damage.



If **you** do not, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with these obligations.

Full value

You must ensure that the **amount insured** represents the full value of the property covered under the **policy**, as set out below:

- for buildings, the full value is the estimated cost of rebuilding the buildings to the same specification, including fees and expenses involved in the rebuilding. This is not the same as the market value.
- 2. for tenant's improvement, the full value is the cost to repair or replace as new.
- 3. for contents, the full value is the current cost as new.
- 4. for jewellery, watches and valuable items that are not specified individually, the full value is the higher of the replacement cost and the current market value.

If the **amount insured** does not represent the full value, **we** may reduce the amount **we** pay for a claim.

General conditions

Governing law

 Unless agreed otherwise in writing, this policy is governed by the law, and any disputes in relation to the policy will be dealt with in the courts, of the country within the United Kingdom in which your main residence is situated. If your main residence is not in the United Kingdom, the law and courts of England and Wales will apply.

The most we will pay

2. When a claim is made, we will only ever pay up to the relevant amount insured.

Multiple insureds

3. If more than one person is entitled to cover under the policy, the total amount we will pay following a claim will not exceed the amount we would be liable to pay to any one such person. Unless you have advised us otherwise, we will pay each person named in the schedule their respective share of such claim.

Fraudulent claims

- 4. If any claim is in any way dishonest, exaggerated or fraudulent then **we** will:
 - a. refuse to make any payment in respect of the dishonest, exaggerated or fraudulent claim;
 - tell you that we are terminating your policy and back-date the termination to the date of the fraud, dishonesty or exaggeration;
 - c. refuse to make any payment under this **policy** in respect of any claim made or any loss occurring on or after the date of the fraud, dishonesty or exaggeration; and
 - d. not return any premium.

If **we** have paid any claims after the date of any fraud, dishonesty or exaggeration, **you** must pay **us** back.

Third parties

5. No third party will have any right, or be able to enforce any term of this **policy**, under the Contracts (Rights of Third Parties) Act 1999 or any similar or successor legislation. This does not affect the rights or remedies available to a third party which exist apart from this Act.

Cooling-off

6. a. If for any reason **you** feel that this **policy** is not right for **you**, **you** can cancel the **policy** within 15 days of insuring with **us**. If **you** have not made a claim, **we** will return **your** premium in full.

Cancellation by you

b. You can cancel the policy by notifying us at any time. If you cancel after the first 15 days and have not made a claim, we will return a pro-rata proportion of your premium.

We will never charge you a fee for cancelling the policy.

Cancellation by us

7. a. **We** may cancel this **policy**, but **we** will only do so for a valid reason and only after giving **you** at least 30 days' notice, which will be sent by recorded post to the



correspondence address shown in your schedule.

This does not apply to the Motor physical damage or Motor third-party liability sections of the policy, where applicable.

If we cover you under the Motor physical damage or Motor third-party liability sections of the policy, we may cancel those sections by giving you 14 days' notice, which will be sent by recorded post to the correspondence address shown in your schedule.

If we cancel the policy or any section of the policy for any reason, we will return a pro-rata proportion of your premium, provided you have not made a claim.

Premium instalments

If we have agreed that you can pay us the premium by instalments and we have not received an instalment 15 days after the due date, we may cancel the policy. We will contact **you** before **we** cancel **your policy** in order to give **you** the opportunity to pay any premium due to us. If the policy is cancelled, the period of insurance will equate to the period for which premium instalments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.

Renewal

We will write to you or your broker if you have one, at least 21 days in advance of your renewal date with our offer to renew, or to give you plenty of time to make other arrangements if we are unable to renew your policy. The renewal offer will include the premium and any changes in the terms and conditions for the next period of insurance which, unless you have advised us otherwise, will automatically proceed if you continue to pay your premium. Where we have agreed to collect this premium automatically, we will continue to do so unless you tell us differently. If you do not wish to renew your insurance please let us know before the renewal date of your policy.

Premium payment

10. We will not make any payment under this policy unless you have paid the premium due to us.

If you make a claim under the policy, we will keep the premium that is due to us. If you pay your premium by instalment we will ask you to either continue paying your premium by instalment or we may deduct any outstanding instalment from any claim payment we have agreed to make.

Cover under multiple sections 11. Where you, or anyone else entitled to cover under the policy, are entitled to cover under more than one section of the **policy** in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy, being the section that provides the most advantageous cover to you or the party entitled to cover.

What is not covered

The following exclusions apply to the whole of your policy. There are more specific exclusions which are shown in the sections to which they apply.

We do not cover any claim, loss, damage or liability:

Deliberate acts

arising out of a deliberate or dishonest act by you or anyone acting on your behalf. 1

Terrorism

- directly or indirectly due to:
 - a. biological or chemical contamination; or
 - any failure in the supply of gas, water, electricity or phone service to your home;

which is caused by an act of terrorism.

Nuclear and radiation

directly or indirectly due to any nuclear reaction, nuclear radiation or radioactive contamination.

War

4. directly or indirectly due to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

Confiscation by authority

directly or indirectly due to your property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.



Other insurance

6. that would be covered under another insurance if this **policy** did not exist. However, **we** will pay the amount exceeding the cover available under that other insurance.

Claims promise

We pride ourselves on offering a service that is fast, efficient and helpful. Please let **us** know if **we** do not pay **your** claim within four working days after receiving **your** acceptance of **our** offer and **we** will pay **you** interest, at **your** bank's base rate. **We** will only do this if **your** premium payments are up-to-date.

We can only keep this promise if your bank is in the United Kingdom and if you give us your bank details at the time you accept our offer. We can then transfer the money into your account. This promise cannot apply if you ask us to pay by another method.



Your home and personal possessions

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Your schedule will show an amount or use the word 'covered' to indicate if your building, outbuildings and other structures, contents, art and collections and jewellery, watches and valuable items are covered by this section of the policy.

The General terms and conditions and the following terms and conditions all apply to this section.

If you need to make a claim, please refer to 'How to make a claim' within the General terms and conditions.

Special definitions for this section

Art and collections

Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability all of which belong to **you** or for which **you** are legally responsible, including:

- 1. furniture;
- 2. paintings, drawings, etchings, prints and photographs;
- 3. tapestries and rugs;
- 4. manuscripts;
- 5. porcelain and sculptures;
- 6. stamps or coins;
- 7. gold, silver and gold and silver plated items;
- 8. clocks and barometers;
- 9. books:
- 10. wine;
- 11. dolls and toys;
- 12. memorabilia;
- 13. medals and militaria;
- 14. furs and guns.

We do not include jewellery, watches and valuable items and any items which are business property within this definition.

Building

The principal structure at each address shown in **your schedule**, and the following items within the grounds of **your home** at the same address:

- 1. items that are fixed to and form part of such structure;
- 2. domestic fixed fuel tanks;
- 3. solar panels attached to such structure and used for domestic purposes;
- 4. underground service pipes, cables, drains and sewers that are attached to such structure; and
- 5. walls, gates, hedges, fences, paths, terraces, driveways and patios
 - a. that are attached to or immediately servicing such structure; or
 - b. that are shared with outbuildings and other structures;

which belong to you or for which you are legally responsible.

We do not include within this definition any **outbuildings and other structures** or any structure, or part of a structure, used for any business activity other than clerical and administrative work or **incidental farming** carried out by **you** or on **your** behalf at **your home**.



Contents

Household goods, clothing and personal property, all of which belong to you or for which you are legally responsible.

We do not include within this definition:

- money or bank cards:
- 2. more than the amount insured for art and collections as stated in the Contents section of your schedule:
- 3 more than the amount insured for jewellery, watches and valuable items as stated in the Contents section of your schedule; or
- 4. any item used for any business activity, other than office furniture, equipment and supplies used in the home.

Domestic employee

Any person working for you in connection with domestic duties or incidental farming duties who is:

- 1. employed by vou under a contract of service; or
- self-employed and working on a labour-only basis under your control or supervision.

Drone Any remotely controlled unmanned aerial vehicle which is not used for commercial purposes and which belongs to **you** or for which **you** are legally responsible.

> We do not include within this definition any unmanned aerial vehicle that exceeds seven kilograms in weight or such other weight stipulated by the Air Navigation Order 2009, or similar or successor legislation, as constituting a small unmanned aircraft.

The upward movement of the ground beneath the building or outbuildings and other **structures** as a result of the expansion or swelling of the subsoil.

> The private residence at the address shown in your schedule including the building and the outbuildings and other structures at the same address, but not the personal possessions.

Farming, including livery (looking after horses), carried out by you on a part-time basis at the address shown in the schedule, as long as any people you employ for this purpose do not work more than 1,000 hours between them during the period of insurance.

Jewellery, watches, gemstones, krugerrand, gold bullion or precious metals held as commodities which belong to **you** or for which **you** are legally responsible.

Sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time.

Bank notes and coins that are not part of a collection, cheques, postal orders, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings stamps and certificates, premium bonds or other negotiable documents.

The downward movement of the ground beneath the building or outbuildings and other structures as a result of the soil being compressed by the weight of such structure.

Any permanent structure within the grounds of your home which is not attached to the building and which belongs to you or for which you are legally responsible, including:

- those structures other than the **building** used for domestic, clerical and administrative or incidental farming purposes;
- 2. greenhouses;
- 3. garages used for domestic purposes;
- 4. swimming pools;
- 5. wind turbines used for domestic purposes;
- 6. hard tennis courts; and
- all terraces, patios, driveways, footpaths, walls, gates, hedges and fences connected 7. to such structure, other than those shared with the building.

Heave

Home

Incidental farming

Jewellery, watches and valuable items

Landslip

Money

Normal settlement

Outbuildings and other structures



We do not include within this definition, any structure or part of a structure used for any business activity other than clerical and administrative work or **incidental farming** carried out by **you** or on **your** behalf at **your home**.

Personal possessions

Art and collections, contents, jewellery, watches and valuable items all of which belong to you or for which you are legally responsible.

Subsidence

The downward movement of the ground beneath the **building** or **outbuildings and other structures** other than by **normal settlement**.

Unfurnished

The **home** is not furnished with kitchen appliances, fixtures and fittings, curtains, carpets, beds and furniture essential for modern living.

You/your

Also includes all permanent members of **your** household, including **domestic employees** who live in the **home**.

What is covered

Home

If your schedule includes cover for your home, we will cover the home against physical loss or physical damage which happens during the period of insurance.

Alternative accommodation

If your home cannot be lived in because of:

- 1. physical loss or physical damage **we** have agreed to pay;
- physical loss or physical damage to a neighbouring property which results in a local authority or emergency service prohibiting you from accessing your home. This cover only applies if such physical loss or physical damage would have been covered by this insurance had the damage occurred to your home; or
- 3. a local authority or emergency service issuing an instruction to leave **your home** or prohibiting **you** from accessing **your home** which lasts for more than 24 hours in a row;

we will also cover the reasonable and necessary costs for alternative accommodation and any ground rent **you** have paid or are obliged to pay for the period **your home** cannot be lived in. This includes accommodation for **your** horses and domestic pets.

Personal possessions

If your schedule includes cover for your personal possessions, we will cover them against physical loss or physical damage which happens during the period of insurance whilst at your home and whilst temporarily removed from your home anywhere in the world.

Loss of keys

If you lose the keys to outside doors, windows, safes and alarms of your home during the period of insurance, we will pay the cost of changing the locks.

Garden restoration costs

We will cover the reasonable and necessary costs you incur to restore your garden if it is damaged during the period of insurance.

Home upgrades

If **we** have agreed to pay **your** claim for physical loss or physical damage caused by the escape of water or flood, **we** will also pay towards the cost of improvements intended to prevent or minimise the likelihood of a future occurrence of the same type. **We** will only do this if the covered loss **we** have agreed to pay is more than £10,000.

Additional covers for your home

If **we** insure **your home**, **we** will also provide **you** with the following cover up to the corresponding **amount insured**:

Selling your home

If you are selling your home or any part of your home covered by this section of the policy, we will cover the home or the relevant sold part for the buyer against physical loss or physical damage we have agreed to pay, which happens during the period of insurance. Cover will start from the time you exchange contracts to the time the sale is complete.

The other Additional covers do not apply to this cover.

Tracing a leak

We will pay the costs incurred to find and access the point of escape of a:



- domestic heating fuel leak within your home or a water leak from your permanent plumbing or heating system which is likely to cause damage to the building, outbuildings and other structures or your personal possessions; or
- 2. water leak from the underground service pipes for which **you** are legally responsible which service and are located outside of the **home** but at the address shown in **your schedule**.

We will also pay the cost to make good any damage caused by the above work.

The leak must happen during the period of insurance.

Buying a new home

If we already insure the home of your main residence shown in the schedule and you are buying a new main residence within the United Kingdom during the period of insurance, we will automatically cover the home at the new address while you are arranging insurance for it. This cover only applies to physical loss or physical damage caused by fire. The cover is in force from the time you exchange contracts until your new insurance starts or the purchase is complete, but for no longer than 60 days. However, we will only do this if the home at the new address is not insured by the vendor, and provided it is in a good state of repair.

The other additional covers do not apply to this cover.

Building works

We will cover the building works, materials and supplies for use on any work to extend, renovate or build **your home** against physical loss or physical damage which happens during the **period of insurance**. **We** will only cover such works, materials and supplies which belong to **you** or for which **you** are legally responsible while located within the grounds of **your home**.

You must tell **us** if the estimated or quoted value of the above building work is more than £100,000 at least 30 days before the work starts and before **you** enter into any contract for the works.

If the value of your building work is more than £100,000 several things could happen. We may:

- 1. amend the terms of this policy;
- 2. cancel your policy in accordance with the cancellation condition; or
- 3. require you to pay more for your cover.

If **you** do not tell **us** of the above building work and **we** provided insurance cover that **we** would not otherwise have offered, in addition to 1. to 3. above, **we** may:

- amend the cover retrospectively and apply these amended terms to all claims under the policy; and
- 2. treat the **policy** as if it had been cancelled by **us** in accordance with the cancellation condition on the date **you** should have told **us** about the works, if **we** can demonstrate that **we** would have cancelled the **policy** when **we** were told about the works.

If this happens, **we** will give **you** back any premium **you** have paid for any period after the effective date of cancellation and **you** must repay any payments made by **us** under the **policy** relating to any loss or damage after that date.

If we do any of the above we will write to you explaining why this is happening.

We will not pay for loss or damage if **you** have waived **our** right to take proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** would have made under this **policy**.

Carpets, curtains and appliances

If your home is let unfurnished, we will cover your carpets, curtains and domestic appliances against physical loss or physical damage which happens during the **period of insurance**.

Domestic utility expenses

If we have agreed to pay your claim for physical loss or physical damage to the solar panels attached to your home or wind turbines at the address shown in the schedule, we will also pay you for the loss of income which would have been payable to you from your energy supplier had such a loss not occurred.

This cover will start from the date on which physical loss or physical damage happens and will continue until such time as **you** are able to generate **your** own electricity, but for no longer than the period stated in the **schedule**.

Emergency access

We will pay towards the cost of repairs following forcible access to **your home** due to a medical emergency or to prevent or minimise physical loss or physical damage insured under this section.



Environmental upgrades

If **we** have agreed to pay **your claim** for physical loss or physical damage under this section and as part of the agreed repair costs **you** decide to install a solar, wind or geothermal power generating system to **your home**, **we** will pay towards the cost of installing such a system.

We will only do this if:

- 1. the heating system at the **home** is physically damaged and such damage is part of the loss or damage **we** have agreed to pay under this section;
- 2. the covered loss **we** have agreed to pay is more than £10,000; and
- 3. at the time of loss, there is no solar, wind or geothermal power generating system installed at **your home**.

Fly tipping

We will pay towards the reasonable and necessary costs incurred by you in removing rubbish and waste material which has been deposited on your land at the address shown in your schedule without your permission during the period of insurance.

Rent owed to you

We will pay for rent which **you** cannot recover as landlord while **your home** cannot be lived in because of physical loss or physical damage **we** have agreed to pay under this section.

Additional covers for personal possessions

If we cover your personal possessions we will also provide you with the following cover up to the corresponding amount insured:

New possessions

We will increase each amount insured for contents which are not covered on an unlimited basis, art and collections and jewellery, watches and valuable items by up to 25% but no more than £100,000, to cover any items you acquire during the period of insurance. We will not charge for this additional cover unless you request any adjustments to the policy. You must tell us about any new possessions at the renewal of the policy, at which point we may increase the premium for the following period of insurance to reflect the value of the additional possessions.

Acquired disability

We will pay towards the cost of reasonable and necessary alterations to **your home** to enable **you** to live there unassisted if **you** have become permanently physically disabled as a direct result of a sudden and unforeseen accident during the **period of insurance**.

We will only do this if:

- we agree to the alterations and the amount of our contribution towards them before the alterations are carried out; and
- you allow a medical adviser chosen by us to examine you and to see all medical records,
 if we consider it necessary.

For the purposes of this additional cover:

- 1. the definition of 'you' does not include domestic employees; and
- 2. 'permanently physically disabled' means that you:
 - a. have permanently lost all use of a complete arm, hand, foot or leg; or
 - b. are registered blind.

Death of the artist

We will increase the amount insured for any item listed in the specification for art and collections agreed by us and held by us or your insurance broker by up to 100% if the artist dies during the period of insurance. We will only do this for the six months immediately following the death of that artist and provided you can produce an independent professional valuation or a purchase receipt which is not more than three years old at the time of any physical loss or physical damage we have agreed to pay. You must be able to prove the increased value if you make a claim for that item.

We will also reimburse **you** for any costs or expenses **you** have paid but are unable to recover on works of **art and collections** commissioned by **you** which remain incomplete at the time of the artist's death. **We** will only do this if the artist dies during the **period of insurance** and **you** are legally entitled to a refund of such costs or expenses.

If you are unable to provide evidence of the costs or expenses that are legally due to you or a professional valuation or purchase receipt and proof of increased value then this additional cover will not apply.

Defective title

If, during the **period of insurance**, someone claims that an item of specified **art and collections** is not rightfully **yours** and **you** are legally obliged to return the item to its rightful



owner because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it, or the value shown in the specification agreed by **us** and held by **us** or **your** insurance broker if this is less. **We** will only do this if **you**:

- bought the item during the period that the art and collections has been insured with us;
- 2. tell us about the claim during the period of insurance; and
- 3. made reasonable enquiries about the item's provenance before you bought it.

We do not cover any items you inherit or that were given to you.

Hole in one

We will pay towards the cost of celebrating **your** hole in one during an official golf competition round during the **period of insurance**.

We will only pay **your** claim if **you** provide **us** with **your** scorecard and certification form signed by **your** club or match secretary.

Increased cost of working

We will pay **you** for the extra necessary and reasonable costs of continuing the clerical and administrative work that **you** carry out in **your home** during the time **your** work is interrupted, if:

- 1. there is an accidental failure in the supply of the utility services to **your home** which lasts for more than 24 hours in a row during the **period of insurance**; or
- 2. your home or its contents suffer physical loss or physical damage we have agreed to pay.

This cover will start from the date of the interruption to utility services or physical loss or physical damage and will continue until **you** are able to start work in **your home**, but for no longer than 12 months.

Marquees

We will cover any marquee that **you** hire temporarily while it is at the premises shown in the **schedule** against physical loss or physical damage covered under this section. This includes any associated lighting, heating and furnishings belonging to the marquee contractor.

Metered water and heating oil

We will cover you against the accidental loss of metered water or domestic heating fuel from your fixed heating fuel tank, apparatus or pipes which occurs during the period of insurance.

Money

We will cover **your money** and bank cards against physical loss or physical damage which happens anywhere in the world during the **period of insurance**.

We will pay any amounts which **you** legally have to pay if **your** bank cards have been used without **your** permission after they have been lost or stolen, provided **you** follow all terms under which the bank cards were issued.

We do not cover loss of or damage to any electronic, online or crypto currency, including Bitcoin, even where such currency exists in physical form.

Personal documents

We will pay for the reasonable and necessary clerical and administrative costs involved in replacing or reconstituting personal documents or title deeds, as a result of physical loss or physical damage covered under this section.

We do not cover the cost of any indemnity policy **you** are required to provide in respect of the replacement of lost or damaged share certificates, or any similar costs or expenses.

Personal property of visitors and domestic employees

We will cover the personal property belonging to **your** visitors and **domestic employees** who do not live in the **home** against physical loss or physical damage covered under this section occurring in the **home** during the **period of insurance**.

Rent you owe

We will pay the rent **you** have to pay as a tenant if **your home** cannot be lived in because of physical loss or physical damage **we** have agreed to pay. **We** will not provide such cover if **we** pay **you** for alternative accommodation as a result of the same loss.

Retrieving data

We will pay the costs involved in retrieving your personal data from the computer in your home or from your other personal electronic devices which have suffered physical damage we have agreed to pay.

Residential care

We will cover **your** parents' or grandparents' household goods, clothing and personal property while in the nursing or care home where they reside against physical loss or physical damage covered under this section which happens during the **period of insurance**.



This cover does not apply to money.

For the purposes of this cover, 'you/your' means the person named as the insured in the **schedule** and their spouse or common-law partner residing at the **home**.

Students' belongings

We will cover the personal possessions of permanent members of your household in full time education against physical loss or physical damage covered under this section which happens during the period of insurance while they are studying away from home.

Tenants' improvements

We will cover:

- the fixtures and fittings and interior decorations which are fixed to and form part of the structure of your home against physical loss or physical damage which happens during the period of insurance; and
- 2. the costs incurred to:
 - a. find and access the point of escape of a domestic heating fuel leak within your home: or
 - b. find a water leak from your permanent plumbing or heating system,

which happens during the **period of insurance** and is likely to cause damage to the fixtures and fittings and interior decorations described in 1. above. **We** will also pay the cost to make good any damage caused by such work.

This cover applies where **you** do not own or are not responsible for insuring the buildings of **your home**.

What is not covered

We do not cover:

- loss of or damage caused by:
 - a. wear and tear, rust, rot, fungus or mould, **normal settlement** or anything which happens gradually;
 - b. pollution or contamination;
 - c. storm or flood to gates, fences, wind turbines, hedges, lawns, plants or trees. This exclusion shall not apply to damage:
 - caused by falling trees and the cost of removing a fallen tree in order to carry out repairs on such property; or
 - ii. to electric gates attached to brick, concrete or stone pillars;
 - d. freezing of water in fixed water tanks, apparatus and pipes while your home is not being lived in for more than 60 days in a row during the months of October through to April. This exclusion shall not apply if your home is constantly heated to a temperature of at least 10 degrees centigrade during these months;
 - e. subsidence, heave or landslip:
 - to domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges, fences or wind turbines, unless the main house is also physically damaged at the same time; or
 - ii. to solid floors unless the load bearing walls are physically damaged at the same time;
 - f. moths, insects, rats, mice, squirrels, rodents or other vermin.
- 2. faulty workmanship or design, or the use of unsuitable or faulty materials.
- 3. mechanical or electrical faults or breakdown.
- 4. loss or damage caused by coastal or river erosion.
- damage caused by flood, storm, subsidence, heave or landslip to any normally submerged or partially submerged structure. However, this exclusion does not apply to the main buildings at the home.
- 6. loss caused by you not personally receiving goods or services you have paid for.



- 7. loss of or damage to an item being transported unless it is adequately packed and secured well enough given the nature of the item and how it is transported.
- 8. motorised vehicles and their accessories other than quad bikes, motor bikes electric bikes, e-scooters, under 51cc, golf buggies, domestic gardening equipment, mobility scooters and wheel chairs.
- 9. quad bikes, motor bikes, electric bikes, e-scooters or golf buggies while being used, caravans or trailers other than trailers and non-motorised horseboxes up to 15 feet or 4.5 metres in length.
- 10. aircraft other than a **drone**. However, **we** do not in any event cover loss or damage arising out of any **drone** flown:
 - a. in any controlled airspace;
 - b. within an aerodrome traffic zone;
 - c. at a height of more than 120 metres above the surface; or
 - d. in any race.
- 11. watercraft and their accessories, other than rowing boats and dinghies up to 12 feet or 3.6 metres in length, sail boards and surfboards.
- 12. land, water or animals.
- 13. any building or outbuilding and other structures used for any business activity other than:
 - a. incidental farming;
 - b. work of a clerical and administrative nature: or
 - c. letting the building or outbuilding and other structures.
- 14. personal possessions used for any business activity. This exclusion shall not apply to furniture and office equipment where your business activity is of a clerical and administrative nature only.
- 15. electronic data.
- 16. the cost of maintenance or routine redecoration.
- 17. any property belonging to visitors or **domestic employees** insured elsewhere.
- 18. loss or damage to **unfurnished homes** other than by fire, lightning or explosion.
- 19. damage to, or any loss, cost or expense arising in respect of:
 - a. any item of computer or digital technology that is caused by any:
 - i. cyber attack;
 - ii. hacker;
 - iii. computer or digital technology error; or
 - iv. social engineering communication;

affecting that item; or

 any resulting reduction or loss of function to any other items of computer or digital technology that is or may be caused by that item's direct or indirect digital connectivity to the computer or digital technology detailed at a. above.

This exclusion 19. a. and b. does not apply to any otherwise covered damage, loss, cost or expense which arises as a result of a **cyber attack**, **hacker**, **computer or digital technology error** or **social engineering communication**.

How much we will pay

Your schedule will show **you** the maximum amount **we** will pay for each agreed claim, along with any limits for any item, pair or set. This amount will be shown as an **amount insured**.

We will not pay the cost of preparing a claim.

Your schedule will show you if you are required to pay the first part of each agreed claim.

Excess



This amount will be shown as an excess. However, we agree to waive your excess for any:

- 1. claim under the cover for Loss of keys or Hole in one;
- 2. alternative accommodation costs if a local authority or emergency service prohibits **you** from accessing **your home**:
- 3. loss of or damage to the contents of the freezer at your home; or
- 4. claim which is more than £25,000 and which is not subject to any compulsory excess shown in the **schedule**. **We** will reduce this waiver of **your** excess to £15,000 if **your policy** has continuously been in force with **us** for the last three years.

Buildings

We will pay the cost of repairing or reinstating the damaged building and outbuildings or other structures including the required fees, costs and expenses agreed by us, which are reasonably and necessarily incurred in the repair or reinstatement of the damaged building and outbuildings or other structures. We will normally expect you to have repairs carried out, but if you and we agree that it is not reasonable to do this, we will pay you an amount we both consider is fair.

We will not pay the cost of complying with any government or local authority requirement if:

- 1. you received notice of the requirement before the damage happened; or
- 2. the **building** or **outbuildings** or **other structures** were not originally built in line with any government and local authority regulation in force at that time.

Contents

For your contents, we will decide whether to repair or replace the item or pay you the replacement cost. We will not deduct anything for wear and tear.

Tenants' improvements

For tenants' improvements we will decide whether we repair or replace damaged parts.

Specified items of art, collections, jewellery, watches and valuable items

Items, pairs or sets worth more than £50,000 each for **your art and collections** and more than £25,000 each for **jewellery, watches and valuable items** must be specified individually. Any items that have not been individually specified will be covered as unspecified items.

The most **we** will pay is the corresponding **amount insured** for each specified item in the specification agreed by **us** and held by **us** or **your** insurance broker

Art and collections

For specified **art and collections**, if the item is partly damaged, **you** may decide whether **we** repair, replace or pay the loss in value of the damaged item.

Jewellery, watches and valuable items

For specified **jewellery, watches and valuable items**, if the item is partly damaged, **we** will decide whether **we** repair, replace or pay the loss in value of the damaged item.

Loss in value

If \mathbf{we} repair a damaged specified item, \mathbf{we} will also pay for any loss in value. The most \mathbf{we} will pay in total for a damaged item and its loss in value is the amount shown for that item shown in the specification agreed by \mathbf{us} and held by \mathbf{us} or \mathbf{your} insurance broker.

Destruction

If any specified item is lost or destroyed, \mathbf{we} will pay the value shown for that item in the specification agreed by \mathbf{us} and held by \mathbf{us} or \mathbf{your} insurance broker.

Professional valuation

If:

- 1. any specified item has had a professional valuation carried out within the last three years; and
- 2. the values in the specification agreed by **us** and held by **us** or **your** insurance broker reflect this valuation;

we agree to cover these items on an increased value basis.

This means **we** will pay the value of the item at the time of loss even if it is more than the value shown for that item in the specification.

The most **we** will pay for the increase in value:

- in respect of each specified item of art and collections, jewellery, watches and valuable items is an additional 25% of the value shown for that item in the specification; or
- 2. is £100,000 in total for each incident of loss,

whichever is the lower.



Unspecified items of art, collections jewellery, watches and valuable items

For items that are not specified, **we** will decide whether **we** repair, replace or make a cash settlement for any lost or damaged item. If **we** choose to make a cash settlement, **we** will pay the market value of the item on the date of loss. If **we** repair it, **we** will also pay for any loss in value.

The most **we** will pay for any one unspecified item, pair or set is the corresponding amount insured

The most **we** will pay in total for each incident of loss is the **amount insured** for each category of unspecified items.

Pairs and sets

If any specified or unspecified items which have an increased value because they form part of a pair or set are lost or damaged, any payment **we** make will take account of the increased value.

Full payment

If **we** pay the full value for any specified or unspecified item, pair or set, **we** will then have the right to take possession of it.

Recovered item

If we recover any specified or unspecified item after we have paid a claim, we will write to you at your correspondence address shown in the schedule and you can buy it back from us within 60 days. We will charge you the lesser of:

- 1. the amount **we** paid for the claim; or
- 2. the fair market value of the item at the time **we** recover it.

Your obligations

Drones

You must ensure that:

- you or the person in charge of the drone maintain direct, unaided visual contact with it sufficient to monitor its flight path in relation to other aircraft, persons, vehicles, vessels and structures:
- 2. no item, either with or without a parachute, is dropped from the **drone** so as to endanger persons or property; and
- 3. **you** or the person in charge of the **drone** only fly it if reasonably satisfied that the flight can safely be made.

If **you** do not and **we** can demonstrate that the amount of any loss has been increased, **we** will reduce the amount **we** pay by the amount of any detriment caused.



Your legal liabilities

WD-APC-UK-LB(2) 18773 01/21

This section covers **you** for **bodily injury** and **property damage** claims made against **you** by others. It does not cover **your** liability arising out of the use or ownership of a motor vehicle.

The General terms and conditions and the following terms and conditions all apply to this section.

If you need to make a claim, please refer to 'How to make a claim' within the General terms and conditions.

Special definitions for this section

Bodily injury

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

Domestic employee

Any person working for you in connection with domestic duties or **incidental farming** duties who is:

- 1. employed by you under a contract of service; or
- 2. self-employed and working on a labour-only basis under **your** control or supervision.

Incidental farming

Farming, including livery (looking after horses), carried out by **you** on a part-time basis at the address shown in the **schedule**, as long as any people **you** employ for this purpose do not work more than 1,000 hours between them during the **period of insurance**.

Property damage

Physical loss of or damage to or destruction of tangible property, including the resulting loss of use of such property.

You/your

Also includes all permanent members of **your** household, including **domestic employees** who live in the **home**.

What is covered

Claims against you

We will cover any claim made against you for compensation arising from any:

- 1. **bodily injury**; or
- property damage;

occurring during the period of insurance anywhere in the world.

We will also cover the costs and expenses we agree to in advance to defend the claim.

Additional cover

We will also provide you with the following cover up to the corresponding amount insured.

Newly acquired land in the United Kingdom

We will cover your liability as owner of any land you acquire in the United Kingdom during the period of insurance, for bodily injury or property damage occurring during the period of insurance, provided that:

- the land has not been acquired for property development, farming activities or any business pursuits;
- 2. there are no buildings on the acquired land; and
- 3. you notify us within 60 days of the acquisition and pay any additional premium we require.

We will also cover the costs and expenses we agree to in advance to defend the claim.

Unpaid damages

If, within three months, **you** have not received the full amount of any damages and assessed costs awarded to **you** in a personal capacity during the **period of insurance** by any court of law within the **United Kingdom** for **bodily injury** or **property damage**, **we** will pay **you** the amount **you** are owed. **We** will only do this if:



- 1. the incident giving rise to the **bodily injury** or **property damage** did not occur in the course of any business activity, profession or occupation;
- we would have covered your liability if you had caused the bodily injury or property damage; and
- 3. you are not waiting for an appeal on the judgment.

If you receive any damages after we have paid you for them, you must return that amount to us.

Cyber claims

We will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.

What is not covered

We do not cover:

Limitations in North America

 your liability for any act or incident which happens in the United States of America or Canada if you have been in either or both of those countries for more than 90 days in total during the period of insurance.

Your own property

your liability for loss of or damage to property which belongs to you or is in your or your
employee's care, other than physical damage to property for which you are legally liable
to the owner as a tenant.

Contractual liability for premises

your liability as owner of any premises, which arises under contract or agreement, unless
you would have been liable in the absence of the contract or agreement.

Rectifying defects

 your liability for the cost of putting right any fault or alleged fault with any building, under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, including any similar or successive legislation.

Other land or buildings

- 5. your liability arising out of:
 - a. owning, occupying, using or possessing any land or building not at the address in the **schedule**, other than:
 - i. damage to property for which **you** as tenant are legally liable to the owner;
 - any liability in respect of property previously occupied by you, where liability arises under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975, or any similar or successor legislation; or
 - iii. any land covered under Additional cover, Newly acquired land in the United Kingdom;

Revenue generating activities

 revenue generating activities, other than letting your home, incidental farming and clerical and administrative work you carry out in your home;

Infectious diseases

c. passing on any infectious disease or any virus, syndrome or illness. However, this does not apply to **your** liability to any **domestic employee**;

Mechanically propelled vehicles

d. any mechanically propelled vehicle, other than quad bikes, motorbikes under 51cc, electric bikes, e-scooters, golf buggies, domestic gardening equipment, mobility scooters and or wheelchairs provided that such items are being used in accordance with all applicable laws and regulations. However, we will not in any event cover any liability for which you are obliged to hold insurance under any compulsory motor insurance laws, rules or regulation;

Racing of vehicles

 any mechanically propelled vehicle whilst involved in racing, rallies, trials, pacemaking or speed testing in any prearranged or organised event or any track use;

Aircraft

- f. any aircraft, other than a **drone**. However, **we** do not in any event cover **your** liability arising out of any **drone** flown:
 - i. in any controlled airspace;
 - ii. within an aerodrome traffic zone;



iii. at a height of more than 120 metres above the surface; or

iv. in any race;

Watercraft

g. any watercraft other than rowing boats, dinghies, sail boards and surfboards;

Animals

h. any animal, other than **incidental farming** livestock, horses, cats or dogs which are not labelled as a 'specially controlled dog' under the Dangerous Dogs Act 1991 or any similar or successor legislation; or

Contracts

i. any contract, unless you would have been legally liable if the contract had not existed.

Pollution and contamination

- 6. your liability from pollution or contamination of air, water or soil unless this was caused by an accident during the period of insurance in the country in which your home is situated and:
 - a. you tell us about the accident as soon as possible but no later than 60 days after the end of the period of insurance; and
 - b. **you** prove that the pollution or contamination was caused immediately after the accident by a sudden, unexpected and identifiable release of pollutant or contaminant.

Business activities

- 7. your liability arising out of:
 - a. the provision of any goods or services; or
 - b. you or your employees doing anything for or to a third party for a fee.

Fines and penalties

8. liability for fines or penalties, or for damages intended to punish or make an example of **you**.

Exclusions if you have employees

If you have employees, the following extra exclusions apply to your liability to them:

We do not cover:

- 1. **your** liability arising out of:
 - work your employees do for you, other than clerical and administrative work you
 carry out in your home, domestic duties relating to your home and gardens or
 incidental farming duties;
 - b. work **your** employees do in the United States of America or Canada after they have been in either or both countries for 90 days in total during the **period of insurance**; or
 - c. **bodily injury** which is, or should be, payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme arising in connection with or due to employment; or
- amounts you legally have to pay after a judgment or award from courts outside the European Union, the United Kingdom or Gibraltar. This also applies to the enforcement of such awards in courts in the European Union, the United Kingdom or Gibraltar.

How much we will pay

We will pay up to the corresponding amount insured for each actual or threatened claim.

Costs and expenses

In addition to the **amount insured**, **we** will pay the costs and expenses **we** agree to in advance to defend a covered claim.

If a payment greater than the **amount insured** has to be paid for a covered claim, the amount **we** will pay for costs and expenses will be limited to the proportion the **amount insured** bears to the amount paid in respect of the claim.

Claims arising from the same incident

The most **we** will pay for any one act, incident, claim or unrecovered court award is the **amount insured**.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing act, incident or event will be regarded as one claim, however many of **you** may be legally liable and regardless of the number of claims actually made.



Special limits

The most **we** will pay for claims arising from each of the following is the corresponding **amount insured**:

Drones

1. the use, possession or ownership of any **drone**;

Employees

2. **bodily injury** to any employee of **yours**;

Defective Premises Act

3. your liability under any defective premises legislation;

Pollution and contamination

4. pollution and contamination; and

Motorised items

5. quad bikes, motorbikes under 51cc, electric bikes, e-scooters, golf buggies, domestic gardening equipment, mobility scooters and or wheelchairs.

Your obligations

Drones

You must ensure that:

- the person in charge of any drone maintains direct, unaided visual contact with it sufficient to monitor its flight path in relation to other aircraft, persons, vehicles, vessels and structures;
- 2. no item, either with or without a parachute, is dropped from any **drone** so as to endanger persons or property; and
- 3. the person in charge of any **drone** only flies it if reasonably satisfied that the flight can safely be made.

If **you** do not, **we** will not make any payment for any claim arising directly or indirectly due to the use of any **drone** if **we** can establish that **your** failure to comply with the obligations caused or contributed to the event giving rise to the claim.



Family legal protection

WD-APC-UK-LEGHNW(2) 18781 01/21

You are automatically covered by this section.

The General terms and conditions, except for 'How to make a claim', and the following terms and conditions all apply to this section. What to do when **you** have a claim under this section is set out below.

To make sure you get the most from your cover, it will help if you keep the following points in mind:

How we can help

You can phone our UK-based call centre at any time on the telephone number shown in your schedule to receive legal advice or to make a claim under this section. To help us check and improve our service standards, we may records all calls. We will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, we will provide you with a claim reference number. At this point we will not be able to confirm that you are covered but we will pass the information you have given us to our claims handling teams, and explain what to do next.

DAS Householdlaw

You have access to legal guides, document builders and more. Whether you want to challenge an employment decision, apply for flexible working rights, contend a parking ticket or create a will, DAS Householdlaw can help. Visit www.dashouseholdlaw.co.uk and use the voucher code detailed in your schedule to sign up.

When we cannot help

Please do not ask for help from a solicitor or accountant before **we** have agreed. If **you** do, **we** will not pay the costs involved.

Special definitions for this section

The following extra definitions apply to this whole of this section and are in addition to any other definitions shown in the General terms and conditions and the Home and personal possessions sections of this **policy**.

Appointed representative

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

Costs and expenses

- a. All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with **our standard terms of appointment**.
- b. The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

Standard terms of appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

Date of occurrence

- a. For civil cases (except under insured incident 6 tax protection), the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it).
- b. For criminal cases, the date of occurrence is when **you** began or are alleged to have begun to break the criminal law in question.
- c. For insured incident 6 tax protection, the date of occurrence is when HM Revenue & Customs first notifies **you** in writing of its intention to make enquiries.

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 **standard terms of appointment**.

Reasonable prospects

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or



a preferred law firm on our behalf, will assess whether there are reasonable prospects.

Secondary home

Private dwellings and/or private land in the **United Kingdom** which is owned by **you**.

Territorial limit

- a. For insured incident 3 bodily injury: anywhere in the world.
- b. For insured incident 2 contract disputes (excluding 2.2): The **United Kingdom**, the **European Union**, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Monten egro, Norway, San Marino, Serbia, Switzerland and Turkey.
- c. For all other insured incidents: the **United Kingdom**.

You/your

The insured named on the schedule.

Extra conditions

1. You must:

- a. keep to the terms and conditions of this policy;
- b. try to prevent anything happening that may cause a claim;
- c. take reasonable steps to avoid incurring unnecessary costs;
- d. send everything we ask for, in writing; and
- e. give **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
- a. On receiving a claim, if legal representation is necessary, we will appoint a preferred law firm as your appointed representative to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
 - b. If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
 - c. If you choose a law firm as your appointed representative who is not a preferred law firm, we will give your choice of law firm the opportunity to act on the same terms as a preferred law firm. However if they refuse to act on this basis, the most we will pay is the amount we would have paid if they had agreed to our standard terms of appointment.
 - d. The **appointed representative** must co-operate with **us** at all times and must keep **us** up-to-date with the progress of the claim.
 - e. You must give the appointed representative any instructions that we ask you to.
 - f. You must co-operate fully with us and the appointed representative.
- 3. a. **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.
 - b. If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.
 - c. **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **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.

You must:

- instruct the appointed representative to have costs and expenses taxed, assessed or audited, if we ask for this; and
- b. take every step to recover **costs and expenses** and court attendance and jury service expenses, that **we** have to pay and must pay to **us** all such costs or expenses that are recovered.
- 5. If an **appointed representative** refuses to continue acting for **you** with good reason or if **you** dismiss an appointed representative without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.
- 6. If you settle a claim or withdraw it without our agreement, or do not give suitable instructions to the appointed representative, we can withdraw cover and we will be



entitled to reclaim from you any costs and expenses paid by us.

- 7. If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. Details available from www.financial-ombudsman.org.uk. If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
- 8. **We** may require **you** to get, at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages, obtain any other legal remedy that **we** have agreed to or make a successful defence.
- 9. If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

What is covered

- 1. **We** agree to provide **you** with the insurance in this section, as long as:
 - a. the premium has been paid;
 - b. the date of occurrence of the insured incident is during the period of insurance and the insured incident happens within the territorial limit;
 - c. any legal proceedings, or any other proceedings to resolve the insured incident will be dealt with by a court, or other body which **we** agree to, within the **territorial limit**; and
 - d. reasonable prospects exist for the duration of the claim.

How much we will pay

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

- 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 the corresponding amount insured;
- 2. the most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm;
- in respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals, we must agree that reasonable prospects exist;
- for an enforcement of judgment to recover money and interest due to you after a successful claim under this section of the policy, we must agree that reasonable prospects exist, and
- 5. Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs** and expenses is the value of the likely award.

What we will not pay

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 **our standard terms of appointment** and these will not be paid by **us**.

The first £250 of any claim for legal nuisance or trespass. If you are using a preferred law firm, you will be asked to pay this within 21 days of your claim having been assessed as having reasonable prospects. If you are using your own law firm, this will be within 21 days of their appointment (following confirmation your claim has reasonable prospects). If you do not pay this amount the cover for your claim could be withdrawn.



Insured incidents we will cover

Insured incident 1 – employment disputes

We will pay costs and expenses for your legal rights:

- in a dispute relating to your employment where you are an employee, worker or office holder;
- 2. following a dispute relating to or arising from the contract of employment between **you** and **domestic employees**, ex **domestic employees** or prospective **domestic employees**;
- against domestic employees or ex domestic employees to recover possession of premises you own or are responsible for.

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

- 1. disciplinary hearings or internal grievance procedures.
- 2. any claim relating solely to bodily injury (please refer to insured incident 3 Bodily injury).

Insured incident 2 – contract disputes

We will pay costs and expenses for your legal rights:

- in a contractual dispute arising from an agreement or an alleged agreement which you
 have entered into in a personal capacity for:
 - a. buying or hiring in goods or services; or
 - b. selling goods;
- 2. in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which **you** have entered into in a personal capacity for the buying or selling of your **home** and/or **secondary home**.

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

- 1. a lease of less than eight years, or a licence or tenancy of land or buildings or the sale or purchase of land or buildings (other than disputes arising from you buying or selling your principal home or your secondary home or you renting your principal home as a tenant). However, we do cover a dispute with a professional adviser in connection with these matters.
- 2. the settlement payable under an insurance policy. However, **we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim.

Insured incident 3 – bodily injury

We will pay costs and expenses for your legal rights following a specific or sudden accident that causes your death or bodily injury to you.

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

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

- 1. any illness or bodily injury which happens gradually.
- 2. clinical negligence (please refer to insured incident 4 Clinical negligence).

Insured incident 4 – clinical negligence

We will pay costs and expenses for your legal rights where it is alleged that accidental death or bodily injury to you has resulted from a single negligent act of surgery, clinical or medical procedure.

We will not pay for any claim relating to the alleged failure to correctly diagnose your condition.

Insured incident 5 – property protection

We will pay costs and expenses for your legal rights in a civil dispute relating to material property you own (including your home and secondary home), or material property you are responsible for, following:

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



the dispute.

We will not pay for:

- 1. any claim relating to the following:
 - a. a contract entered into by you;
 - b. any building or land other than your home and secondary home;
 - c. someone legally taking your home and/or secondary home or material property from you, whether you are offered money or not, or restrictions or controls placed on your home and/or secondary home or material property by any government or public;
 - d. work done by any government or public or local authority unless the claim is for accidental physical damage;
 - e. subsidence caused by mining.
- 2. The first £250 of any claim for legal nuisance or trespass. If you are using a preferred law firm, you will be asked to pay this within 21 days of your claim having been assessed as having reasonable prospects. If you are using your own law firm, this will be within 21 days of their appointment (following confirmation your claim has reasonable prospects). If you do not pay this amount the cover for your claim could be withdrawn.

Insured incident 6 – tax protection

*i*III pay **costs and expenses costs and expenses** for a comprehensive examination by HM Revenue & Customs that considers all areas of **your** self-assessment tax return, but not enquiries limited to one or more specific area.

We will not pay for:

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

Insured incident 7 – legal defence

We will pay costs and expenses to defend your legal rights:

- 1. if an event arising from **your** work as an employee leads to:
 - a. **you** being prosecuted in a court of criminal jurisdiction;
 - b. civil action being taken against **you** under any discrimination legislation; or
 - c. civil action being taken against **you** under data protection legislation.
- 2. if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

We will not pay for any claim:

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

Insured incident 8 – jury service and court attendance

We will cover your absence from work:

- 1. to attend any court or tribunal at the request of the **appointed representative**.
- 2. to perform jury service.

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

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

Insured incident 9 – education admissions appeals

We will pay costs and expenses:

- in an appeal against a refusal to admit your child to their chosen educational establishment;
- 2. in a dispute arising from the temporary exclusion or permanent expulsion of **your** child from their educational establishment.



application refusal appeals

Insured incident 10 - planning We will pay costs and expenses to appeal the refusal of the Local Planning Authority to grant planning permission following your request for planning approval.

We will not pay any claim unless you:

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

We will not pay for any planning applications you make which are not for land already owned by you at the address shown in your schedule.

What is not covered

We do not cover the following:

- 1. any incident or matter arising before the start of this policy.
- 2. any costs and expenses incurred before our written acceptance of a claim.
- 3. fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
- 4. any incident intentionally brought about by you.
- 5. any claim relating to written or verbal remarks which damage your reputation.
- 6. a dispute with **us** not otherwise dealt with under extra condition 7. above.
- 7. costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 8. any legal action you take which we or the appointed representative have not agreed to. or where you do anything that hinders us or the appointed representative.
- 9. any claim caused by, contributed to, by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- any claim where you are not represented by a law firm, barrister or tax expert.
- a claim where you have failed to notify us of the insured incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or we consider our position has been prejudiced.



Home emergency

WD-APC-UK-HEM(2) 18780 03/20

This home emergency section of your policy gives you 24-hour assistance in your home which is located within the United Kingdom if you suffer one of the incidents described in the insured events section below. Your schedule will indicate if your policy includes this home emergency section.

The General terms and conditions, except for 'How to make a claim', and the following terms and conditions all apply to this section. If **you** need to make a claim, please refer to 'How we can help' below.

To make sure **you** get the most from **your** cover, please take time to read this section which explains when **we** can help and when **we** can't.

How we can help

Once **you**'ve checked that **your** emergency is an insured event as described below, it's important that **you** tell **us** about it as soon as **you** can. Please call the home emergency phone number in **your schedule**. 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:

- 1. carry out a temporary repair (or a permanent repair if this is no more expensive); or
- 2. 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.

When you phone us we will ask you to confirm:

- 1. your name and your home address including postcode;
- 2. 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

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.

Special definitions for this section

The following extra definitions apply to the whole of this section and are in addition to any other definitions shown in the General terms and conditions and the Home and personal possessions sections of this **policy**.

Emergency assistance

The amount shown in **your schedule** for the call-out charge, labour costs, parts and materials for each insured event. This does not include any amount payable in respect of **hotel accommodation** and replacement boiler costs.

Home

The private residence at the address shown in **your schedule** including the **building** and the **outbuildings and other structures** at the same address.

Hotel accommodation

The cost of hotel accommodation for **you**, including transportation, if **your home** remains uninhabitable following an insured event.

Main heating system

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



Plumbing and drainage

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

Vermin

- Wasps'and/or hornets'nests;
- 2. rats:
- 3. mice:
- 4. grey squirrels;
- 5. flies:
- 6. cockroaches;
- 7. bees; or
- 8. ants.

You/your

The person(s) named in the **schedule** and all permanent members of that person's household including **domestic employees** who live in the **home**.

Extra conditions

If any cost covered under this section is also covered by any maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of the claim.

This section is not a maintenance contract. It does not cover the cost of day to day maintenance for which **you** are responsible.

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

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

If you would like to arrange a central heating boiler service at your expense, please contact us on the 24-hour home emergency line and advise the operator of your requirements, making it clear you are not making a claim under this policy for an emergency.

All permanent repairs are guaranteed for 12 months.

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**.

What is covered

We agree to cover the costs of:

- 1. emergency assistance following an insured event described below; and
- 2. **hotel accommodation** if **your home** remains uninhabitable overnightfollowing an insured event described below:

provided that:

- 1. such 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**;
- 2. such insured event happens during the period of insurance.

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

For situations that could result in serious risk to **you** or substantial damage to **your home you** should immediately contact the fire, ambulance or police service.

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 another service such as the mains water or electricity supply, **you** should contact **your** supplier.



Insured incidents

Roof damage Any physical damage to the roof of **your home** where internal physical damage has been

caused or is likely.

Plumbing and drainage Physical damage to, or blockage, breakage or leaking of, the drains or plumbing system that

you are responsible for within the legal boundaries of your home.

We do not cover pipes for which your water supply or sewerage company are responsible.

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

We do not cover cold-water supply or drainage pipes, non-domestic heating or non-domestic

hot water systems, or any form of solar heating or warm air system.

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

We do not cover the failure of the mains supply.

Toilet unit Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in the complete

loss of function of the only toilet, or toilets in your home.

Home security The failure of or physical damage to external doors, windows or locks resulting in **your home**

becoming insecure.

Keys The only available set of keys to **your home** is lost, stolen or damaged and **you** can't replace

them, or can't gain normal access to your home.

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

rooms in your home.

How much we will pay

Contractors expenses We will arrange and pay, up to the emergency assistance limit shown in your schedule,

for a contractor to take action for each insured event.

Hotel accommodation We will pay up to £150 (including VAT) per night, including transport costs, for a maximum of

three consecutive nights if **your home** remains uninhabitable overnight following an insured event. **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.

Contribution for replacement boiler

If the total estimated cost of **our** contractors' labour and replacement parts required to repair **your** boiler exceeds the **emergency assistance** limit shown in **your schedule**, or if the parts

are not available, **we** will not repair **your** boiler, but **we** will pay £250 contribution towards the

cost of a replacement boiler.

What is not covered

We do not cover:

Unoccupied homes The costs of an incident that happens when **your home** has been left unoccupied for 60 or

more consecutive days.

Costs we haven't agreed The costs incurred by **you** before **we** have accepted a claim.

Home maintenance The costs of normal day-to-day **home** maintenance that **you** should carry out or pay for, such

as servicing of heating and hot water systems.

Communal areas The costs of an incident that would require **us** to undertake repairs or any other remedial action to:

1. shared or communal areas of a property; or

any shared fixtures and fittings, facilities or services outside the legal boundary of your home.



Septic tanks, cess pits

and heave

Nobody at home

Replacementappliances The costs, or any contribution towards the costs, of replacing a storage heater or any other heating or domestic appliance. This does not apply to replacement boiler costs. Repair is uneconomical The costs of any repair to a boiler, storage heater or any other heating or domestic appliance that is more than the cost of replacing it. Failure to carry our previously The costs of an incident which happens because you failed to carry out work or repairs that recommended repairs **you** were advised to undertake which would've meant the incident didn't happen. Risk to health and safety The costs of an incident that cannot be resolved safely by our contractor (or which requires specialist assistance) because there are dangerous substances or materials (such as asbestos) or where conditions make attempting a repair dangerous. Incorrect installation The costs of an incident resulting from a design fault or the incorrect installation, repair, modification or maintenance of equipment or facilities. or repairs Damage caused Damage caused by gaining access to carry out repairs. during repairs

18 or over was at your home.

Main supplies

The costs of an incident 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.

Connected homes

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

The costs of an incident arising from the malfunction or blockage of septic tanks, cess pits or

The costs incurred where our contractor has attended at an agreed time but nobody aged

and fuel tanks fuel tanks.

Subsidence, landslip The costs of an incident arising from subsidence, landslip or heave.

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

Indirect losses

Any losses that are not directly covered by this section of the **policy** e.g. time taken off work or replacement carpet damaged by a leak.

WD-APC-UK-APC(6) 18718 02/21



Family protection

WD-APC-UK-PROT(1) 18775 05/18

The General terms and conditions and the following terms and conditions all apply to this section.

If you need to make a claim, please refer to 'How to make a claim' within the General terms and conditions.

If you are the victim of a kidnap, please also refer to 'Your obligations' shown below.

Special definitions for this section

Additional costs

- 1. Your wasted travel and accommodation costs during the period of the kidnap.
- 2. Costs of medical expenses incurred as a direct result of a kidnap.
- 3. A reward agreed by **us** which **you** pay to an informant for information which leads to the resolution of a **kidnap**.
- Reasonable rest and rehabilitation expenses you, as the victim of a kidnap, or your family incur following your return.
- 5. Funeral expenses or the cost of transporting **your** remains to **your** home if **you** die as a direct result of **your kidnap**.

Air rage

A violent and unprovoked physical attack against **you** during the **period of insurance** by a person unknown to **you** while **you** are occupying an aircraft as a passenger.

Control Risks

Crisis management consultants recommended by us.

Disablement

Physical injury suffered during the **period of insurance** which results in the permanent and total loss of:

- 1. sight in an eye;
- 2. hearing;
- 3. use of a complete arm, hand, foot or leg; or
- speech;

within 12 calendar months of such physical injury.

Hijack

The unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which **you** are travelling.

Identity fraud

An individual person or a group of people knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.

Kidnap

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

Medical expenses

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

We do not include within medical expenses:

- any costs incurred more than 12 months after the date you were first injured or first became ill; or
- 2. the costs of any psychiatric services.

Ransom

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



Road rage

A violent and unprovoked physical attack against **you** or **your** chauffeur while **you** or **your** chauffeur are using a car or a motor vehicle which is owned, rented or used by **you** on a regular basis.

Stalking threat

Any act committed during the **period of insurance** by any person with the intent to damage property owned by **you** or to harass, injure or harm **you**. The person committing the act must be the subject of a court order or injunction issued to protect **you**.

You/your

The person named as the insured in the **schedule** and all permanent members of that person's household, including **domestic employees** who live in the home.

What is covered

Aggravated assault

We will cover you against death or disablement if, during the period of insurance, you are physically injured as a result of the use of force, violence or intimidation by a person who has stolen or attempted to steal any possession from you while you are away from your home.

We will also cover the following costs or expenses reasonably and necessarily incurred as a direct result of such physical injury:

- 1. medical expenses; and
- 2. any salary **you** do not receive due to **your** absence from work during the first 60 days from the date of **your** injury.

Aggravated burglary

We will cover **you** against any death or **disablement** that occurs as a result of the use of force, violence or intimidation by a person who illegally enters **your** home or temporary place of residence during the **period of insurance**.

We will also cover **you** for the following costs or expenses reasonably and necessarily incurred as a direct result of the physical injuries **you** sustain:

- 1. medical expenses;
- 2. psychiatric services which are prescribed by a qualified medical practitioner and incurred within 12 months of the date of injury;
- 3. any salary **you** do not receive due to **your** absence from work during the first 60 days from the date of **your** injury;
- 4. the costs that **you** have to pay to temporarily relocate away from **your** home;
- 5. the costs to improve **your** home security;
- 6. the cost of security consultancy and professional security guard services; and
- 7. the costs that **you** have to pay, excluding stamp duty, if **you** permanently relocate away from the home at which an incident of loss occurred. **We** will only pay **your** permanent relocation expenses if **you** relocate within six months of the illegal entry to **your home** and if **your home** was not for sale prior to the incident.

Air rage or hijack

We will cover you for the following costs or expenses reasonably and necessarily incurred if you are the victim of a hijack or an air rage incident during the period of insurance:

- 1. medical expenses;
- 2. psychiatric services which are prescribed by a qualified medical practitioner and incurred within 12 months of the date of the **hijack** or **air rage** incident.
- 3. travel and accommodation expenses for one family member to be located closer to the hospital where **you** are receiving care or treatment.

Car-jacking

If you suffer a physical injury during the **period of insurance** as a result of the use of force, violence or intimidation during the theft or attempted theft of the motor vehicle, or property within the motor vehicle, in which you are travelling we will cover you:

- for psychiatric services which are reasonably and necessarily prescribed by a qualified medical practitioner and incurred within 12 months of the date of injury; and
- 2. against death or **disablement** occurring within 12 months of the date of such injury.

Identity fraud

We will cover **you** for the following reasonable and necessary expenses **you** have to pay solely as a direct result of an **identity fraud**:



- 1. solicitor's fees to defend a claim against **you** by financial institutions, remove incorrect judgments, challenge a consumer credit rating or witness **your** signature;
- 2. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies:
- 3. fees charged when you re-apply for a loan that was originally rejected; and
- 4. **your** lost earnings because **you** have to take time off work to talk to the police, financial institutions or credit agencies.

Kidnap and ransom

If you are the victim of a kidnap during the period of insurance we will cover you against the following:

- 1. a **ransom** which has been surrendered. If the **ransom** involves marketable goods or services, **we** will pay the actual cash value at the time of their surrender;
- 2. the fees and expenses of Control Risks for a maximum period of 30 days; and
- 3. additional costs.

Road rage

We will cover you against the following costs or expenses reasonably and necessarily incurred if you or your chauffeur are the victim of a road rage incident during the period of insurance:

- medical expenses:
- 2. psychiatric services which are prescribed by a qualified medical practitioner and incurred within 12 months of the date of the **road rage** incident; and
- 3. travel and accommodation expenses for one family member to be located closer to the hospital where **you** or **your** chauffeur are receiving care or treatment.

Stalking threat

We will cover **you** against the following costs or expenses reasonably and necessarily incurred if **you** are the victim of a **stalking threat**:

- 1. the costs that **you** have to pay to temporarily relocate away from **your** home;
- 2. the costs to improve your home security;
- 3. the cost of security consultancy and professional security guard services; and
- 4. psychiatric services which are prescribed by a qualified medical practitioner and incurred within 12 months of the first incident of a **stalking threat** against **you**.

What is not covered

We do not cover:

- 1. any loss from aggravated assault, aggravated burglary or car-jacking caused or initiated by **you**, **your** relatives, former relatives, partners or any person acting on **your** behalf.
- 2. any death occurring more than 12 months after the date of the incident or event that gave rise to cover under this section.
- 3. any identity fraud connected with your business, profession or occupation.
- 4. any **ransom** surrendered in a face to face encounter involving the use or threat of force or violence unless it is surrendered by a person who is in possession of the **ransom** at that time for the sole purpose of taking it to pay a previously communicated **ransom** demand.
- 5. any **ransom** surrendered at the place where the **kidnap** occurs unless it is taken there after receipt of the **ransom** demand and for the sole purpose of paying the **ransom**.
- any act by you which would be a criminal offence if it was carried out by you in the same country as the kidnap.
- 7. any loss connected with any **road rage** incident caused by any person acting on **your** behalf or any person who is known to **you** or **your** chauffeur.



How much we will pay

The maximum amount **we** will pay for each agreed claim is shown below, unless stated otherwise on the **schedule**. This amount will be shown as an **amount insured**.

Aggregate limit for aggravated assault, aggravated burglary, car-jacking, kidnap and ransom

The most **we** will pay in total during the **period of insurance** for aggravated assault, aggravated burglary, car-jacking and **kidnap** and **ransom** is the **amount insured**.

The most **we** will pay in total during the **period of insurance** for each of the following covers is:

Air rage, hijack or road rage

1. £30,000 for costs and expenses arising from any air rage, hijack or road rage incident.

Identity fraud

2. £30,000 for costs and expenses arising from **identity fraud**. An act or a series of acts against **you** by the same person or group of people is considered to be one **identity fraud**.

Stalking threat

3. £30,000 for costs and expenses arising from a stalking threat.

Special limits

The following special limits are included within and not in addition to the amounts shown above or in the **schedule**. For a covered loss involving the benefits shown below, **we** will pay **you** up to the following amounts for each incident of loss:

- 1. a. £10,000 for medical expenses arising from any air rage or road rage incident.
 - b. £30,000 for all other covered **medical expenses**, other than those arising from **kidnap**.
- 2. £30,000 for loss of salary.
- 3. a. £10,000 for psychiatric services arising from any air rage or road rage incident.
 - b. £30,000 for all other covered psychiatric services.
- 4. £10,000 for temporary relocation expenses.
- 5. £10,000 for permanent relocation expenses.
- 6. £10,000 for travel and accommodation expenses.
- 7. £10,000 for security expenses.
- 8. £10,000 for security advice.
- 9. a. £10,000 for a reward **you** pay to any **kidnap** informant:
 - b. £10,000 for rest and rehabilitation costs;
 - c. £10,000 for funeral expenses or cost of transporting your remains; and
 - d. £30,000 for medical expenses arising from kidnap;

but no more than £30,000 in total for all additional costs.

- 10. a. i. £5,000 for the death of a child aged 16 years of age or under; and
 - ii. £100,000 for the death of anyone else;

falling within the definition of you.

- b. £100,000 for the total and irrecoverable loss of sight of both eyes.
- c. £50,000 for total and irrecoverable loss of sight of one eye.
- d. £100,000 for loss of two limbs.
- e. £50,000 for loss of one limb.
- f. £100,000 for total and irrecoverable loss of sight in one eye and loss of one limb.
- g. £50,000 for the loss of hearing.
- h. £50,000 for the loss of speech.
- i. £100,000 for the loss of speech and hearing.
- j. £100,000 for the loss of speech or hearing and one limb or one eye.



Your obligations

Medical examination

If a claim is made under this section, **you** must submit to physical examination by a physician that **we** choose. **We** may also require a post mortem examination by a physician that **we** choose, unless prohibited by law. If **we** require a physical examination or a post mortem examination, this will be paid for by **us**.

We will not make any payment under this section if you do not comply with this condition.

Visits to high-risk areas

You are not covered under this section while visiting countries or areas against the recommendation or advice of the Foreign Office or the Department of Health unless **we** give our prior written permission. If **we** agree to this extra cover, revised terms and conditions and an additional premium will apply.

Foreign Office website: www.fco.gov.uk.

Department of Health website: www.doh.gov.uk.

If a kidnap occurs

If a kidnap and ransom insured event occurs, you or someone on your behalf must:

- tell us and Control Risks about it as soon as possible and give us or them whatever information we or they need;
- 2. tell the appropriate local authorities of the ransom demand, or allow **Control Risks** to do so, as soon as possible having regard to the personal safety of the victim;
- be able to show, when you make a claim for the ransom under this section, that the ransom was surrendered under duress.

The telephone number for Control Risks is shown on the schedule.

Confidentiality

You must take reasonable steps at all times to ensure that as far as reasonably possible, no one else knows about the existence of the **kidnap** and **ransom** cover in **your policy**.



Travel

WD-APC-UK-TRAV(2) 18776 01/21

Your schedule will indicate if your policy includes this section.

The General terms and conditions and the following terms and conditions all apply to this section.

If you need to make a claim, please refer to 'How to make a claim' within the General terms and conditions.

Special definitions for this section

Accidental bodily injury

An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the **insured trip**.

Hijack

The unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which **you** are travelling.

Insured peril

A strike, riot, civil commotion, fire, flood, earthquake, tsunami, volcanic activity, landslip, avalanche, bad weather, accident or mechanical breakdown directly or indirectly affecting the vehicle in which **you** are travelling.

Insured trip

A trip which takes place during the **period of insurance** and is expected to last for no longer than the period shown in the **schedule**. Trips to the United States of America or Canada are limited to the corresponding period shown in the **schedule**.

If your trip continues beyond the period shown in the **schedule**, **we** will continue to provide cover but only in the following circumstances:

- you are involved in a hijack or kidnap during your trip. We will then extend your trip for up
 to an extra 12 months while you are being held. No extra premium will be due for this
 extended period of cover; or
- you cannot end your trip as originally planned because of circumstances beyond your control. We will then extend cover for your trip for up to an extra 30 days. No extra premium will be due for this extended period of cover.

The trip starts from the time you leave your home in the United Kingdom during the period of insurance and ends at the earlier of:

- 1. the time you arrive back at your home in the United Kingdom; or
- the expiry date of the period of insurance. If any trip continues beyond the expiry date of the period of insurance we will continue to cover you but only if you have renewed this insurance with us.

Kidnap

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

Loss of eye

Permanent and total loss of sight in an eye.

Loss of limb

 $Permanent\, and\, total\, loss\, of\, use\, of\, an\, arm,\, hand, foot\, or leg.$

Permanent total disablement

Physical disablement which totally prevents **you** from working in **your** usual occupation, which lasts continuously for 12 calendar months and which at the end of that period, in the opinion of a qualified medical practitioner approved by **us**, is without prospect of improvement.

If **you** do not have a full-time occupation, physical disablement which lasts continuously for 12 calendar months and is of such severity that it is improbable that **you** will ever be able to have gainful employment, other than employment specifically reserved for the disabled.

Ransom

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

You/your

1. Those people named in the **schedule** for travel cover; and



 any minors accompanying a person in 1. above on a single trip, provided that they are 16 years old or younger and do not permanently reside at your main home.

What is covered

Medical emergency travel and repatriation expenses

1. If **you** are injured or become ill during an **insured trip**, **we** will reimburse **you** for the following expenses reasonably and necessarily incurred as a direct result of the injury or illness.

Medical expenses

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

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

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

We will not cover:

- dental expenses other than those which are incurred in an emergency for immediate pain relief;
- any costs or expenses incurred more than 12 months after the date you were injured or first became ill;
- 3. medical expenses arising out of a medical condition:
 - i. which **you** knew about at the time the **insured trip** was booked or began;
 - ii. for which you are awaiting tests or the results of such tests when you booked or began the insured trip; or
 - iii. for which **you** are scheduled to undergo treatment for such condition when **you** booked or began the **insured trip**;

unless the condition is normally stable, under control and **you** have not been required to have more than one check-up or in-patient treatment, or emergency medical care in the preceding 12-months.

Emergency travel expenses

b. The extra travel and accommodation expenses incurred by **you** and up to two people who need to travel to **you**, remain with **you** or escort **you** home to the **United Kingdom** if the qualified medical practitioner treating **you** says this is necessary.

Repatriation expenses

c. The cost of sending you back to the United Kingdom by the most suitable transport if our medical adviser in consultation with the qualified medical practitioner treating you agrees that this is necessary.

We will not pay for you to be sent back more than 12 months after the date you were injured or first became ill.

Hospital in-patient benefit

d. **We** will pay the amount shown in the **schedule** for each complete 24-hour period **you** have to spend as a hospital in-patient outside the **United Kingdom**. This is in addition to any amount paid for medical, emergency travel and repatriation expenses.

Hospital in-patient benefit is intended to contribute towards any reasonable incidental costs while **you** are in hospital. These costs include but are not limited to telephone calls, subsistence meals and drinks.

Funeral expenses

e. If **you** dieduring the **insured trip**, **we** will pay for funeral expenses abroad or the cost of transporting **you** back to the **United Kingdom**. This is in addition to any amount paid for medical and emergency travel expenses.

Cancellation and curtailment

- We will cover cancellation and curtailment as described below if a booked trip is cancelled or an insured trip is cancelled or cut short as a direct result of any of the following circumstances happening during the period of insurance:
 - a. your death, accidental injury or illness;



- the death, accidental injury or illness of your travelling companion or your travelling companion's spouse or partner, close relative, fiancée or fiancé, business partner or someone you or your travelling companion are planning to stay with or conduct business with during the insured trip;
- c. the death of a close friend:
- d. you, your travelling companion or someone you are planning to stay with or conduct business with during the insured trip being:
 - i. put in quarantine;
 - ii. called for jury service or as a court witness:
 - iii. made redundant, as long as the redundancy qualifies for payment under current law; or
 - iv. required to be in the **United Kingdom** following a burglary at or major damage to their home;
- e. major damage to **your** pre-arranged accommodation making it impossible for **you** to stay there:
- f. a hijack or kidnap which prevents you from starting or continuing the insured trip:
- g. the cancellation or delayed departure for 24-hours or more of the scheduled transport on which you are booked to travel because of an insured peril; or
- h. **you** missing the scheduled transport on which **you** are booked to travel on **your** outward journey because **you** are unable to leave **your** home in the **United Kingdom** for 24-hours or more or complete **your** journey due to heavy snow, flood, landslip, earthquake or severe storm. However, **you** must ensure that **you** have done everything **you** reasonably can to arrive at the departure point in good time.

If you do not, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.

We will also cover cancellation as described below if you have to cancel an insured trip within the 48-hours prior to your scheduled date of departure, as a direct result of specific travel advice from the Foreign and Commonwealth Office, the Department of Health and Social Care or the World Health Organization which is in force at any time during such 48-hour period, warning against travelling to that country or part of that country, including any travel advice given by government officials of the country in which you are travelling to, not to travel to that country for safety reasons. However, we will not give this cover if such travel advice or warning was given before you booked the insured trip or during the first period of insurance of your travel cover with us.

All cover under this section ends at the expiry date of the **period of insurance** if **you** do not renew **your** travel insurance with **us**.

Missed travel arrangements

- 3. **We** will pay **you** for the reasonable and necessary extra travel and accommodation expenses that **you** have to pay to continue or complete **your** journey if at any time during an **insured trip you** miss the scheduled transport on which **you** are booked to travel because:
 - a. you are prevented from reaching its departure point as a result of an insured peril; or
 - b. a fellow passenger or crew member on the transport in which **you** are travelling is injured or taken ill.

We will not make any payment for:

- a. missed scheduled transport unless **you** have done everything **you** reasonably can to arrive at the departure point in good time.
- b. missed travel arrangements:
 - i. due to a strike or industrial action which existed or for which advance warning had been given before the date on which the **insured trip** was booked;
 - ii. unless **you** provide written confirmation from the transport carrier, or a garage or motoring organisation where appropriate, of the delay and the reason for it;
 - iii. due to avalanche or landslip where the trip was booked within 14 days of the start date and it was widely known that an avalanche or landslip had occurred at **your** intended resort.



Travel delay

If the scheduled transport on which you are booked to travel at either the start or the end of an insured trip has been delayed for more than eight hours because of an insured peril, we will pay the amount shown in the schedule for the period of delay. This benefit is intended to contribute towards reasonable costs which include but are not limited to telephone calls, subsistence meals and drinks and essential toiletries.

We will not make any payment for:

- a. travel delay due to a strike or industrial action which existed or for which advance warning had been given before the date on which the insured trip was booked; or
- b. travel delay, unless **you** provide written confirmation from the transport company or their agents of the actual date and time of departure and the reason for the delay.

Enforced extended stay

5.

Extra accommodation

- a. **We** will reimburse **you** for the reasonable extra accommodation expenses which are reasonably and necessarily incurred by **you** if the departure date of the scheduled transport on which **you** are booked to travel at the end of an **insured trip** has been delayed for longer than 24-hours as a direct result of an **insured peril** or is confirmed in writing by the travel company or travel operator to be delayed for such period.
 - **We** will not make any payment towards costs such as telephone calls, subsistence meals and drinks and essential toiletries. These costs are covered under the travel delay section.

Extra travel expenses

- b. We will reimburse you for the reasonable extra travel expenses which are necessarily incurred by you in order to return home at the end of an insured trip if the departure date of the scheduled transport on which you are booked to travel has been delayed for longer than 72-hours as a direct result of an insured peril or is confirmed in writing by the travel company or travel operator to be delayed for such period.
 - **We** will not make any payment towards costs such as telephone calls, subsistence meals and drinks and essential toiletries. These costs are covered under the travel delay section.

Temporary loss of baggage

 If your baggage is temporarily lost for more than eight hours from the time of arrival on your outward journey we will pay towards the cost of buying or hiring essential and reasonable replacement items.

Travel documents

7. If you lose or accidentally damage your essential travel documents during an insured trip, we will pay the cost of replacing them and reimburse you for the reasonable and necessary travel and accommodation expenses you incur in doing so.

Hi-jack and kidnap

 We will pay the amount shown in the schedule for each complete day that you are detained as the result of a hijack or kidnap which starts during an insured trip.

Sports activity

9. **We** will cover the following:

Equipmenthire

a. **We** will pay the reasonable cost of hiring replacement equipment if **your** golf clubs, pedal cycles or scuba equipment are accidentally damaged, stolen or temporarily lost for more than eight hours during the **insured trip**.

Sports package

b. If you are unable to cycle, scuba dive or play golf due to illness or an injury during an insured trip and you have made a claim for medical expenses under this section for that illness or injury, we will pay for amounts you have paid or legally have to pay and which cannot be recovered for your own unused green fees, equipment hire, excursion, tuition or guide.

Personal accident

10. We will pay you the benefit shown in the schedule if you suffer accidental bodily injury during an insured trip which directly results in your death, loss of limb, loss of eye or permanent total disablement within 12 calendar months of the date of the accident.

Additional cover

We will also provide you with the following additional cover up to the corresponding amount insured.

Cruise cover - missed port

. **We** will pay if **your** scheduled port visit is cancelled due to adverse weather or timetable restrictions.



We will not make any payment for:

- any claim arising from your ships failure to put people ashore due to the mechanical or operations failure of the ships tender;
- b. any claim where a monetary amount has been offered to **you** by the ship or tour operator; or
- c. any claim where **you** do not have written confirmation from **your** carrier or tour operator confirming **your** scheduled port visit was cancelled.

Cruise cover – cabin confinement

2. **We** will pay for each full day that **you** are confined by the ship's Medical Officer to **your** cabin as a result of medical reasons during **your insured trip**.

We will not make any payment for confinement unless the confinement was confirmed to **you** in writing by the ships medical officer.

Motor excess waiver

- 3. We will pay for:
 - a. the reimbursement of the accidental damage or theft excess applied to your car hire insurance if the hire vehicle is stolen, damaged or involved in an accident during the rental period; and
 - b. the cost of replacing rental car keys if these are lost, stolen, or damaged during the rental period, this includes where necessary the costs to replace locks or for a locksmith to break in to the hire vehicle.

We will not make any payment for:

- a. any claim where you have not followed the terms of your rental agreement;
- b. any person aged under 21 years old;
- any claim for damage caused as a result of theft of the vehicle, unless a written police report is obtained.

Winter sports cover

Where the schedule show you have Winter sports cover, we will cover the following.

5. **We** will cover the following, provided Wintersports is showing as covered in **your schedule**:

Winter sports equipment hire

a. **We** will pay the reasonable cost of hiring replacement equipment if **your** skis, snowboard, poles or ski boots are accidentally damaged, stolen or temporarily lost for more than eight hours during the **insured trip**.

Winter package

b. If you are unable to ski or snowboard due to illness or an injury during an insured trip and you have made a claim for medical expenses under this section for that illness or injury, we will pay for amounts you have paid or legally have to pay and which cannot be recovered for your own unused ski pass, winter sports equipment hire, excursion, tuition or guide.

Piste closure

We will pay for the reasonable extra travel expenses that you have to pay in order to reach the nearest alternative skiing area if all the winter sports facilities at your pre-booked resort are closed during an insured trip and no alternative area is available within your ski pass area.

We will not make any payment for:

- a. piste closure when you are on an insured trip which starts or ends outside that resort's declared ski season;
- b. piste closure where the trip was booked within 14 days of the start date and it was widely known that an avalanche or landslip had occurred at **your** intended resort;
- c. off-piste skiing unless you are accompanied;
- d. free-style skiing or ski jumping;
- e. skiing or snowboarding:
 - i. outside of the resort boundary, backcountry or any alpine ski touring;
 - ii. by helicopter or snow cat; or
 - iii. on any terrain park within resort;
- f. ice hockey;



- g. use of a bobsled/bobsleigh, including use of any bobsleigh runs;
- h. use of a kite wing on snow;
- i. snow kiting; or
- j. any competition, other than races organised by ski schools.

Cyber claims and losses

We will pay for any claim or loss that is otherwise covered under this section, where such claim or loss arises from a cyber attack, hack or other computer or cyber-related incident.

What is not covered

We do not cover:

- loss arising from any trip within the United Kingdom unless:
 - a. you have pre-booked accommodation or travel; and
 - b. the trip is for a minimum of two nights.
- 2. any medical expenses incurred in the **United Kingdom**.
- 3. any travel, accommodation, activity or excursion expenses which any transport company, tour operator, travel association or financial protection scheme has agreed to pay or is obliged to pay.
- 4. any trip that:
 - a. is for the purpose of having medical or surgical treatment;
 - b. is booked or made by anyone who is under 16 years old at the start of the trip unless he or she is on an organised school trip or is to be accompanied for the whole trip by an adult.
- 5. cancellation or curtailment of any trip because of a medical condition, unless **you** provide a doctor's certificate or written proof that **you** were not permitted to travel by any airline or other operator.
- 6. any claim:
 - a. arising out of a medical condition where you have been advised not to travel by your medical practitioner;
 - b. arising out of a set of circumstances which **you** knew about or could reasonably be expected to have known about at the time the **insured trip** was booked or **your** travel cover came into effect unless **you** could not reasonably have expected such circumstances to result in a claim.
 - This exclusion does not apply to any of the conditions shown below under **Pre-existing medical conditions**;
 - c. resulting from **you** taking or using drugs or controlled substances, other than drugs prescribed by **your** doctor and used in accordance with **your** doctor's instructions;
 - d. resulting from **you** committing suicide, deliberately injuring **yourself** or putting **yourself** in unnecessary danger, unless trying to save a human life; or
 - e. resulting from any criminal act by you.
- 7. the cost of any medication **you** need and were taking before the start of the **insured trip**.
- 8. any claim resulting from **you** taking part in any of the following hazardous activities:
 - a. any winter sports, unless the **schedule** shows **you** have winter sports cover;
 - b. i. any unaccompanied dive;
 - ii. any dive involving visits to wrecks or caves;
 - iii. any other scuba diving activities unless you:
 - hold the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follow the relevant Club or Association rules and guidelines at all times; or
 - 2. dive only under the constant supervision of a properly licensed diving school and follow their rules and instructions at all times:



- iv. potholing, caving, mountaineering or rock-climbing for which ropes or guides would normally need to be used, bungee jumping;
- v. hang-gliding, parachuting, sky-diving, parascending other than over water, paragliding, microlighting, parasailing, land yachting, flying as a passenger in a glider or ultralight, flying as a pilot or passenger of a private light aircraft;
- vi. white-water rafting unless **you** are accompanied by a suitably qualified guide in rapids classified Grade 3 and below;
- vii. any kind of race, endurance test or competition.
 - This exclusion does not apply to events on foot less than 27 miles, events on bicycle less than 100 miles or swimming events less than two miles.
- 9. any claim resulting from **you** taking part in:
 - a. any sporting activity for gain or reward;
 - b. armed forces activities including operations, exercises or training; or
 - c. flying as a pilot or any other aerial activities other than travel by air as a passenger.

How much we will pay

We will pay up to the relevant amount insured for each individual covered under this section and each insured trip.

You must pay the excess shown in the schedule, where applicable.

Cancellation and curtailment

For cover under **What is covered**, **Cancellation and curtailment**, the amount **we** pay will be as follows:

Cancellation

We will reimburse you for amounts you have paid or legally have to pay and which
cannot be recovered for your own unused travel, accommodation and pre-booked
activities and excursions if you are unable to proceed with an insured trip prior to its
commencement

This cover also applies to bookings **you** make during the **period of insurance** and trips already booked at the start of the **period of insurance**.

All cover under this cancellation section ends at the expiry date of the **period of insurance** if **you** do not renew **your** travel insurance with **us**.

Curtailment

- 2. If the insured trip is cut short we will reimburse you up to the amount insured for:
 - a. the reasonable extra travel and accommodation expenses incurred by you to return home; and
 - b. **your** own unused travel, accommodation and pre-booked activities and excursions **you** have paid or legally have to pay and which cannot be recovered.

Pre-booked activities

3. **We** will reimburse **you** for amounts **you** have paid or legally have to pay and which cannot be recovered for **your** pre-booked activities and excursions if **you** proceed with an **insured trip** but where **you** are unable to proceed with **your** pre-booked activities and excursions due to accidental injury or illness to **you** or **your** travelling companion.

This cover also applies to bookings **you** make during the **period of insurance** and trips already booked at the start of the **period of insurance**.

Your obligations

Hiscox Assistance

 In the event of a medical emergency outside of the United Kingdom, you should ring the number shown in your schedule for help and advice.

The number is open 24-hours every day. **You** must ring this number as soon as reasonably practicable if injury or illness results in the need for in-patient hospital treatment or the possible need for emergency travel or repatriation.

To help Hiscox Assistance deal with **your** emergency quickly, please have the following information available:

- a. **your** name:
- b. the telephone or fax number, or email address where you can be reached;



- c. the nature of the emergency; and
- d. your Hiscox policy number.

Injury or illness overseas

2. If injury or illness overseas results in the need for in-patient hospital treatment overseas or the possible need for emergency travel or repatriation **you** or someone on **your** behalf must call Hiscox Assistance on the number shown in **your** schedule as soon as possible. If not, **we** will not have to pay the claim.

If you have to pay any medical expenses outside the **United Kingdom**, you must keep the original receipts and bills to support any request for payment under this section.

If we consider it necessary, you must allow a medical adviser chosen by us to examine you and to see all medical records.

We will not pay any medical expenses or personal accident benefit unless **you** see a suitably qualified medical practitioner as soon as possible after suffering illness or injury and follow any medical advice **you** are given.

Pre-existing medical conditions

To ensure adequate policy cover, it is important that **you** disclose pre-existing medical conditions - other than those detailed below – which affect **you**, the people travelling or other people upon whose health **your** trip depends.

The conditions listed below are automatically covered for no additional premium and **you** are not required to declare them to **us** unless **you** have any other pre-existing condition.

Those declared to **us** may incur an additional charge.

Pre-existing medical conditions:

ADHD, Anaphylaxis provided that **you** have not needed inpatient treatment in the last 12 months, Arthritis, Asthma provided that **you** do not have Acute Severe Asthma, Blindness or partial sightedness, Carpel tunnel syndrome, Cataracts, Cholesterol Hyper/Hypo, Coeliac Disease, Cystitis (providing there is no ongoing treatment), Deafness/Impaired Hearing, Diabetes provided controlled by diet or tablets, Downs Syndrome, Dyspepsia, Eczema, Enlarged prostate (benign only), Glaucoma, Gout, Haemorrhoids, Hay fever, HRT, Hyperlipidemia, Indigestion, Irritable Bowel Syndrome, Lichen Planus, Macular degeneration, Melanosis, Menopause, MigraineNasal polyps, Psoriasis, Raynaud's Syndrome, Registered disabled, Rhinitis, Rosacea, RSI, Sinusitis, Tinnitus, Underactive Thyroid (Hypothyroidism), Urticaria, Varicose veins in the legs, Vertigo.

Additional travel benefits

As a Hiscox travel insurance policyholder, you also enjoy the following benefits.

Card Sentry – card and document assistance

You receive complimentary access to Card Sentry courtesy of Hiscox Travel Insurance. This is a free and exclusive service available to all Hiscox Travel Insurance policyholders for the duration of your policy only.

Card Sentry is designed for global travellers and provides a simple way to manage the cancellation of all your cards if they are lost or stolen at home or abroad. Card Sentry also offers secure electronic document storage and retrieval for passports, driving licences and insurance documents.

You will need to register your details at https://secure.cardsentry.com/hiscox to use this service.

Full terms and conditions together with details on how to register, can be found at https://secure.cardsentry.com/hiscox.

Smart delay

Enjoy complimentary access to a LoungeKey™ airport lounge courtesy of Hiscox Travel Insurance. This is a free service available to all Hiscox customers once your flight is delayed for more than 90 minutes.

You will need to register your flight online on https://hiscox.smartdelay.com at least 24 hours before your scheduled departure time. Once you have registered you will be contacted with details on how to access the lounge if your flight is delayed by more than 90 minutes.

Full terms and conditions, FAQ's and details on how to register your flight, can be found on https://hiscox.smartdelay.com.



Personal cyber

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Your schedule will indicate if your policy includes this section.

The General terms and conditions and the following terms and conditions all apply to this section.

If you need to make a claim, please refer to 'How to make a claim' within the General terms and conditions.

Special definitions for this section

Computer system

Any computer network, hardware, software, information technology and communications system, including any mobile phone or tablet, owned by **you** and used mainly by **you** for personal purposes, and which is located at **your home**.

Cyber threat

Any threat from a third party to:

- damage, destroy or corrupt by any means, including but not limited to the introduction of a computer virus:
 - a. your personal digital data or personal digital data for which you are responsible; or
 - b. a computer system; or
- disseminate, divulge or use any electronically held personal information which is not in the public domain, following any unauthorised external electronic access of a computer system by that third party.

Domestic employee

Any person working for **you** in connection with domestic duties or **incidental farming** duties who is:

- 1. employed by you under a contract of service; or
- 2. self-employed and working on a labour-only basis under your control or supervision.

Hacker

Anyone, other than a **domestic employee**, who maliciously targets **you** and gains unauthorised access to a **computer system** solely by circumventing, electronically, the security systems in place to protect against such unauthorised access.

Incidental farming

Farming, including livery (looking after horses), carried out by **you** on a part-time basis at the address shown in the **schedule**, as long as any people **you** employ for this purpose do not work more than 1,000 hours between them during the **period of insurance**.

Personal contact

Your spouse, partner, relative, personal friend, work colleague or any person with whom **you** have entered into a contract for goods or services.

Ransom

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

You/your

Also includes all permanent members of **your** household, including **domestic employees** who live in the **home**.

What is covered

Hacker damage

If during the **period of insurance you** discover that **your computer system** has been damaged, altered or corrupted by a **hacker** during the **period of insurance**, **we** will pay the reasonable and necessary cost of:

- 1. repairing or replacing your computer system;
- 2. replacing programs to your personal computer, laptop, tablet or mobile phone;



- 3. retrieving **your** personal digital data, digital photographs or digital video from **your** personal computer, laptop, tablet or mobile phone; and
- 4. replacing **your** personal digital music and digital video downloaded to **your** personal computer, laptop, tablet or mobile phone.

Social engineering

If you receive a fraudulent email request during the period of insurance and you transfer funds from your personal account to the account of a third party as a direct result of such request, we will cover the amount of the funds you have transferred.

Cyber theft

If, during the period of insurance you discover that:

- your personal funds, personal documents or title deeds have been lost as a result of a hacker or transferred by a hacker; or
- 2. **you** have incurred charges as a result of the use of **your** personal digital data or call allowance by a **hacker**;

during the **period of insurance**, **we** will pay the cost of the charges **you** have incurred, the funds a **hacker** has transferred or the reasonable and necessary cost of replacing or reconstituting **your** personal documents or title deeds.

Cyber extortion

If you are the victim of a cyber threat during the period of insurance, we will cover you against:

- 1. a **ransom** which has been surrendered. If the **ransom** involves marketable goods or services, **we** will pay the actual cash value at the time of their surrender;
- 2. the fees and expenses of a consultant incurred by **you** with **our** prior written agreement, for advising **you** on handling and negotiating a **ransom** demand; and
- 3. the loss in transit of a **ransom** by actual damage, destruction, disappearance, confiscation, seizure, theft or wrongful abstraction while being conveyed to the order of such persons as have demanded it, by any person who is authorised to do so by **you**.

Personal cyber media liability

We will pay **you** the amount required to settle a claim or a judgment or arbitration award against **you** if, during the **period of insurance**, a party brings a claim against **you** for actual or alleged:

- 1. infringement of any intellectual property rights;
- 2. defamation, including libel, slander, disparagement or malicious falsehood; or
- 3. negligent transmission of a computer virus;

occurring during the **period of insurance** which arises directly from a **hacker** gaining unauthorised access to the content of **your** personal email, personal social media posting or personal website.

We will also pay reasonable costs and expenses incurred with **our** prior written agreement to defend the claim.

General terms and conditions, What is not covered, Computer error and virus does not apply to this cover.

What is not covered

We do not cover:

- physical loss or damage to tangible property, other than damage to your computer system by a hacker.
- 2. loss arising from the failure of services to **your home** from any third-party service provider.
- 3. any loss where **you** have wilfully paid or transferred **money**, personal documents or title deeds, whether deception is involved or not. This exclusion does not apply to any claim **we** have agreed to pay under **What is covered**, Social engineering.
- 4. any:
 - a. loss or liability arising from the use, whether authorised or not, of any email, social media posting or website; or
 - b. loss of or damage to any document, program or software,

that relates to, or is used for the purposes of, your trade, business or profession.



- 5. the costs of repairing or replacing any programs, data, photographs, video or music that **you** are able to access from a cloud, remote server or back-up copies.
- 6. any **ransom** surrendered in a face to face encounter, unless it is surrendered by a person who is authorised by **you** to be in possession of the **ransom** at that time for the sole purpose of taking it to pay a previously communicated **ransom** demand.
- 7. any matter that prior to the start of this **policy you** knew or reasonably ought to have known would be likely to lead to a covered claim or loss.

How much we will pay

Your schedule will show you the maximum amount we will pay for each agreed claim. This amount will be shown as an amount insured.

Excess

Your schedule will show **you** if **you** are required to pay the first part of each agreed claim. This amount will be shown as an **excess**.

Claims arising from one incident

All claims which arise from the same original cause, a single source or a repeated or continuing act, incident or event will be regarded as one claim, however many of **you** may be affected and regardless of the number of claims actually made. All claims caused by one incident are agreed to be one claim.

Your obligations

If a problem arises

You must not reveal the amount of cover available under this section of the policy.

Social engineering

We will not make any payment under **What is covered**, Social engineering for any loss unless before agreeing to any payment **you** or someone on **your** behalf took reasonable steps to:

- 1. authenticate and verify the identity of the person who sought to obtain **money** from **you**; and
- 2. establish that person's entitlement to request and receive payment.

Cyber extortion

We will not make any payment under **What is covered**, Cyber extortion for any **ransom** unless **you**:

- made all reasonable efforts to determine that the cyber threat was genuine and not a hoax before agreeing to the payment of the ransom;
- can demonstrate to us that the ransom is to be paid, or the goods or services are to be surrendered, under duress; and
- have obtained our prior written agreement before the ransom is paid or goods or services are surrendered.



Notes	



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