

General Terms

These general terms apply to the whole policy. Additional terms can be found in the specific sections of cover that you have purchased.

Policy definitions

Words in **bold** have the meaning below wherever they apply in this **policy**. Additional definitions can be found in the section of cover to which they apply

Additional residence

Any private residence shown on the schedule as an "additional residence". This does not include the **main home** or any **investment property**

Annual period

The period of time from:

- a. the start of the **policy period**; or
- b. the **start of cover date**, where applicable,

until the earlier of the day before the next **annual review date** and the date the **policy** is cancelled.

Annual review date

The date on the schedule shown as the 'annual review date'.

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:

- a. creation, handling, entry, modification or maintenance of; or
- b. 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:

- a. gain access to;
- b. extract information from;
- c. disrupt access to or the operation of;
- d. cause damage to,

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

1. **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
2. denial of service attack or distributed denial of service attack.

End of cover date

The date when cover for the corresponding section of the **policy** ended.

Endorsement

A change to the terms of the **policy**, which **we** and **you** have agreed in writing.

Excess

The sum **you** must pay as the first part of each agreed claim or loss.

Hacker

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

- a. **computer or digital technology**; or

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- b. data held electronically by **you** or on **your** behalf.

Information statement

The **information statement** accompanying the policy schedule. This shows the key information **we** have been given about **you** and the risks covered under the **policy**.

Investment property

Any property shown on the schedule as an 'Investment property'.

Main home

The residential property shown on the schedule as the 'Main home'. This is **your** main residence.

Policy

This insurance policy wording, including the schedule, **information statement** and any **endorsements**.

Policy period

The period of time shown on the schedule as the 'Policy period'. This is the time when the **policy** will be in force.

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.

Social engineering communication

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

Start of cover date

The date shown on the schedule as the 'Start of cover date'. This is the date when cover for the corresponding section of the **policy** starts.

Sum insured

The amount shown on the schedule as the 'Sum insured'. This is the most **we** will pay for the corresponding loss or claim.

Terrorism

Actual or threatened force of violence by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government that is:

- a. committed for political, religious, ideological or similar purposes; and
- b. intended to put the public or any section of the public in fear.

We/Us/Our

The insurers named in the schedule.

You/Your

Unless the specific section of cover says otherwise, 'You/your' means:

- a. anyone shown on the schedule as 'You/Your'
- b. family members of anyone in a. above who:
 - i. live permanently at the **main home**; or
 - ii. are temporarily away from the **main home** to attend school, college or university.

Please note that some sections of cover may define 'You/your' differently. Please check each section carefully. Where there is a difference between this definition and the definition in a particular section of cover, the section definition applies to all claims and losses under that section.

Additional definitions

Please read your schedule to see which of the following sections of cover are provided by your policy:

- Home emergency;
- Family legal protection;
- European breakdown cover;
- Motor legal expenses cover.

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These additional definitions only apply to those sections above that you have purchased as shown in your schedule.

The following words in bold have the meaning below wherever they appear in this policy.

Domestic employee	Any person working for you in connection with domestic duties or incidental farming duties who is: <ol style="list-style-type: none"> employed by you under a contract of service; or self-employed and working on a labour-only basis under your control or supervision.
European Union	The countries within the European Union.
Schedule	The schedule to your policy.
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.
The General terms and conditions	The General Terms.
The “Home and personal possessions” section	The Home section or the Investment Property section as applicable.
The “How to make a claim” section	Paragraphs 1 to 6 inclusive of the 'Claims procedure' in the General Terms.
Amount insured	Sum insured.
Classic vehicle, luxury vehicle or insured vehicle	Named vehicle.
Driver	Named driver.
Home	Main home.
Other vehicle	Vehicle.
Outbuildings and other structures	Outbuilding.
Period of insurance	Policy Period.
Secondary home	Additional residence.
Territorial limits	Covered territories.

Policy exclusions

The exclusions shown below apply to all sections of cover. Additional exclusions can be found in the section of cover to which they apply.

We will not cover any claim or loss:

- Government acts**
due to any action taken deliberately by any government or public or local authority. This exclusion does not apply to alternative accommodations following public authority closure, where covered.
- Nuclear**
due to:
 - any nuclear reaction or nuclear radiation; or
 - radioactive contamination.

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3. **Other insurance**
if **you** would be entitled to cover under any other policy if this **policy** did not exist. This does not apply to the amount in excess of the amount that would have been payable under the other cover if this **policy** did not exist.
4. **Sanctions**
or provide any cover if doing so could expose **us** to restrictions under United Nations resolutions, or the trade or economic sanctions of the European Union, United Kingdom or USA.
5. **Terrorism**
due to:
 - a. biological or chemical contamination; or
 - b. a failure in **your** supply of water, phone service, gas or electricity,as a result of **terrorism**.
6. **War**
due to:
 - a. war, invasion, civil war or acts of foreign enemies (regardless of whether or not war has been declared);
 - b. rebellion or insurrection; or
 - c. military or usurped power.
7. **Your own conduct**
due to any deliberate, dishonest or criminal conduct by **you** or by anyone on **your** behalf.
8. **Cyber losses**
damage to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
 - a. a **cyber attack** or fear or threat of a **cyber attack**;
 - b. a **hacker** or fear of threat of a **hacker**;
 - c. **computer or digital technology error**;
 - d. **social engineering communication**; or
 - e. the item's digital connectivity to any other item of a **computer or digital technology** which has been directly affected by the **cyber attack, hacker, computer or digital technology error** or **social engineering communication**.

We will however cover any physical damage, loss, cost or expense insured under this **policy** which is caused by the **cyber attack, hacker, computer or digital technology error** or **social engineering communication**

This exclusion only applies to the following sections:

1. Home;
2. Investment property; or
3. Motor, however, this exclusion does not apply to **your** liability to other people arising from the ownership, use or possession of a vehicle covered under the **policy**.

Policy conditions

1. **Information you give us**
In agreeing to cover **you**, **we** are relying on information **you** have given **us**, together with information **we** have been given by third parties. When giving **us** information, **you** must take reasonable care to ensure the information is true, complete and accurate.
2. **Deliberately inaccurate information**
If **you** deliberately or recklessly give **us** information that is not true, complete and accurate, **we** can treat the **policy** as if it never existed. This means **we** will not

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cover any claims or losses and **you** must pay back any payments **we** have already made under the **policy**, even for genuine claims. **We** can also keep the **policy** premium.

3. Information given carelessly

If you carelessly give **us** information that is not true, complete and accurate, what **we** can do depends on what **we** would have done if **you** had taken care when giving information to **us**, as follows:

- If **we** would not have entered into the **policy**, **we** can treat it as if it never existed. This means **we** will not cover any claims or losses and **you** must pay back any payments **we** have already made under the **policy**, even for genuine claims. However, **we** will return the **policy** premium.
- If **we** would have entered into the **policy** but on different terms (not including the amount of the premium), **we** can apply those different terms as if they applied from the start of the **policy period**.
- If **we** would have entered into the **policy** but charged a higher premium, **we** can reduce the amount **we** pay by applying the following calculation:

$$\text{amount we pay} = \text{amount of loss} \times \frac{\text{premium we actually charged}}{\text{premium we would have charged}}$$

Both b. and c. above can apply at the same time.

4. Annual policy review

Every year **we** will ask **you** to review the **policy** to check that all information **you** have provided remains correct and that the **policy** remains suitable for **your** demands and needs. To do this, **we** will contact **you** before the **annual review date** to remind **you** of the information **you** have given **us**. If the information is no longer true, complete and accurate, **you** must let **us** know. **We** may then:

- amend the **policy** terms, including the premium;
- confirm that **we** are happy to continue to cover **you** on the same terms; or
- cancel the **policy**. **We** will only do this in rare cases and where there is a valid reason for doing so.

5. Changes to your information between review dates

If any of the information shown on the **information statement** changes at any time during the **policy period**, **you** must let **us** know as soon as possible. **We** may then:

- amend the **policy** terms, including the premium;
- confirm that **we** are happy to continue to cover **you** on the same terms; or
- cancel the **policy**. **We** will only do this in rare cases and where there is a valid reason for doing so.

If **you** do not tell **us** about a change, **we** will be entitled to the remedies shown under 3. a. to c. above from the date the information changed.

You do not need to tell **us** about changes if the information on the **information statement** remains true, complete and accurate. However, **you** should always let **us** know as soon as possible if the **policy** is no longer suitable for **you** for any reason.

6. Cooling-off period

You can cancel the **policy** for any reason within the first 14 days of the later of:

- the start of the **policy period**; or
- the date on which **you** receive the **policy** documents.

Provided **you** have not made a claim, **we** will treat the **policy** as if it never existed and return all premium payments to **you**.

7. Cancellation by you

After the cooling-off period in 6. above, **you** can cancel the **policy** at any other time by contacting **us**. Provided **you** have not made a claim, **we** will return the

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premium for any period after the date the cancellation takes effect but for which **you** have already paid.

8. Cancellation by us

We can cancel the **policy** at any time by giving **you** notice in writing as follows:

- a. 30 days' notice for any section of the **policy**, other than the Motor section; or
- b. 7 days' notice for the Motor section.

Provided **you** have not made a claim, **we** will return the premium for any period after the date the cancellation takes effect but for which **you** have already paid.

9. Non-payment of premium

If **you** have not paid a premium instalment 14 days after it is due, **we** will give **you** the chance to catch up with **your** payments. If **you** do not do so, **we** can cancel the **policy** with effect from the date of the missed payment.

10. Changing your cover option

This **policy** can include different sections to meet **your** specific requirements. **You** can add and remove sections of cover at any time, as and when **your** circumstances or requirements change.

- a. If **you** want to add a new cover, please let **us** know and provide **us** with any additional information **we** ask for. If **we** are able to provide the new cover and **you** agree to the terms and premium, **we** will give **you** new **policy** documents confirming the new cover. The schedule will show **start of cover date** for the new cover. That cover will be reviewed again at the next **annual review date**, even if the cover has not been in force for a full year.
- b. If **you** want to remove a cover, please let **us** know. Provided **you** have not made a claim, **we** will return the premium for any period after the date the cancellation takes effect but for which **you** have already paid. **We** will give **you** new **policy** documents confirming the new cover.

11. Cover under multiple sections

If anyone covered by the **policy** is covered under more than one section of the **policy** for the same claim or loss, **we** will only provide cover under one section, being the section that provides the best outcome for that person.

12. Taking care

You must take reasonable care to maintain any covered property in a good and safe condition and to minimise the risk of any loss, damage or injury.

If **you** do not, **we** will not cover any claim or loss occurring whilst **you** are not in compliance with this condition unless **you** can show that **your** failure to comply could not have increased the risk of the loss, damage or injury happening.

13. Applicable law

The **policy** is subject to law of the country in the United Kingdom in which the **main home** is situated.

14. Third parties

No one who is not a party to the **policy** has any rights under it that they would not have had if the Contracts (Rights of Third Parties) Act 1999 did not exist.

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Claims procedure

1. Making a claim

This section tells **you** what **you** need to do if **you** need to make a claim.

You must tell **us** as soon as possible about any claim or loss that may be covered under the **policy**, using the details shown on the **schedule**.

If **you** do not tell **us** as soon as possible and the amount of the loss has increased, **you** will be responsible for the amount by which the loss has increased.

2. Providing information

We will not cover any claim or loss if **you** do not give **us** all information **we** reasonably require.

3. Minimising losses

If **you** suffer a loss, **you** must take all reasonable steps to prevent the loss becoming worse. This includes making emergency repairs, if necessary.

If **you** do not and the amount of the loss has increased, **you** will be responsible for the amount by which the loss has increased.

4. Telling the police

We will not cover any claim or loss that may be connected with a crime (such as a theft of **your** property), unless **you** tell the police and get a crime number.

5. Claims against you

If a claim is made against **you** that is covered under the **policy**:

- a. **we** have the right to conduct the defence and settlement of the claim; and
- b. **we** will not cover the claim if **you** admit that **you** are liable or make any offer, negotiation or settlement without **our** prior agreement.

6. Recoveries

If **we** require, **you** must provide **us** with all reasonable assistance to make any recovery against any other person. **We** will do this at **our** expense, but **we** may do so in **your** name.

7. Recovered items

If **we** recover any property belonging to **you** after **we** have already paid **you** for its loss, **you** can buy the item back from **us** for the amount **we** paid under the **policy** in respect of that item

8. Multiple insureds

If more than one person is covered under the **policy**, this does not increase the amount **we** will pay in the event of a claim or loss. The relevant limit is the most **we** will pay regardless of the number of people covered.

9. Dishonest claims

If anyone makes a fraudulent claim under the **policy**, **we** can:

- a. refuse to pay that claim;
- b. serve notice to terminate the **policy** with effect from the date of the fraudulent act;
- c. require **you** to repay all monies **we** have paid in respect of any claims made after the fraudulent act, even if those claims were genuine; and
- d. keep all premiums paid.

Please note that if a claim is exaggerated, **we** will consider the entire claim to be fraudulent.

Please note that the General terms also apply to this section of cover.

Special definitions

Art

Words in **bold** have the meaning below wherever they appear in this section of the **policy**.

Art and collectibles that **you** own or are responsible for. This includes:

1. paintings, drawings, photos, prints and sculptures;
2. memorabilia, stamps and coin collections;
3. antique and vintage furniture; and
4. other items that have a particular value due to their age, collectability, style or artistic merit.

'Art' does not include **valuables**.

Buildings

The permanent structures at the **home**. This includes permanent fixtures in such buildings.

Contents

Household and personal items that **you** own or are responsible for.

'Contents' does not include **art**, bank cards, **money** or **valuables**.

Heave

Upward movement of the ground underneath the **buildings** caused by the subsoil expanding.

Home

The address shown on the schedule as the 'Home' or 'Additional residence'.

Money

1. Bank notes and coins;
2. cheques, bank drafts, travel tickets, travellers' cheques and saving certificates.

'Money' does not include coins that are part of a collection.

Outbuilding

A **building** owned by you that is not attached to the main **building** at the **home**.

Settlement

Downward movement of ground underneath the **building** caused by soil being compressed by the weight of the structure.

Subsidence

Downward movement of ground underneath the **building** caused by anything other than **settlement**.

Tenant's improvements

Fixtures, alterations and additions made at the expense of a tenant that have become a permanent part of the **buildings** and which cannot legally be removed without the landlord's agreement.

Valuables

1. Jewellery and watches;
2. gemstones and precious metals; and
3. furs or guns,

that **you** own or are responsible for.

You/Your

For this section of the **policy** only, 'You/your' means:

- a. anyone shown on the schedule as 'You/Your';
- b. family members of anyone in a. above who:
 - i. live permanently at the **main home**; or
 - ii. are temporarily away from the **main home** to attend school, college or university;
- c. parents or grandparents of anyone shown on the schedule as 'You/Your' while they are living in residential care in the UK. This only applies to

contents and only where the **contents** are not covered under any other policy; and

- d. domestic employees of anyone shown on the schedule as 'You/Your', who live in the **main home**.

Section covers

Please check the schedule, which will tell you which of the covers below you have purchased and the relevant **sum insured**.

Buildings cover

If the schedule shows that you have purchased buildings cover, **we** will provide the covers shown below. Unless stated otherwise below or in the schedule, **we** will pay up to the **sum insured** for this section of the **policy**.

1. Damage to buildings

We will cover physical loss or physical damage to **your buildings** happening during the **policy period**.

2. Finding a leak

If **you** suffer a leak of:

- a. water from underground service pipes which are within the boundary of the **home**, and which **you** own or are responsible for; or
 - b. water, oil or gas from **your** cooking, water or heating systems,
- at the **buildings** during the **policy** period, **we** will cover the reasonable costs of finding the source of the leak. **We** will also pay to put right any physical damage caused while finding the source.

3. Building works

We will cover physical loss or physical damage to:

- a. building works at the **home** with a value up to £100,000; and
 - b. materials purchased for such buildings works,
- happening during the **policy period**.

The most **we** will pay under this cover is £100,000 for each incident.

4. Selling the home

If **you** agree to sell the **home**, **we** will cover the purchaser under this section of the **policy** for physical loss or physical damage happening between exchange of contracts and completion, provided that the loss or damage is covered under this section of the **policy** and that the loss or damage is not covered under any other policy.

5. Buying a new home

If **you** agree to buy a new home, **we** will cover physical loss or physical damage caused by fire to the new home after exchange of contracts and before the earlier of:

- a. completion of the purchase; or
- b. 60 days after exchange,

provided that the loss or damage would have been covered under this section of the **policy** if it had happened to **your home** and that the loss or damage is not covered under any other policy.

The most **we** will pay under this cover is £500,000 for each incident.

Contents cover

If the schedule shows that **you** have purchased contents cover, **we** will provide the covers shown below. Unless stated otherwise below or in the schedule, **we** will pay up to the **sum insured** for this section of the **policy**.

1. Damage to contents

We will cover physical loss or physical damage to **your contents** happening during the **policy period**.

2. Art and valuables

We will cover physical loss or physical damage to:

- a. **art**; and
- b. **valuables**,

happening during the **policy period**.

3. New art and valuables

We will cover physical loss or physical damage happening during the **policy period** to **art** and **valuables you** acquire during the **policy period**, provided:

- a. **you** tell **us** about them at the next **annual review date** and pay any additional premium **we** require; and
- b. the item, pair or set does not have a value over £20,000 or 20% of the art and valuables sum insured, whichever is lower.

The most **we** will pay under this cover is 20% of the **sum insured** for **art** and **valuables**.

4. Money and cards

If **your money** or bank cards are lost or damaged during the **policy period**, **we** will cover:

- a. the amount of any lost or stolen **money**; and
- b. any costs **you** have to pay as a result of someone using **your** cards without **your** agreement.

The most **we** will pay under this cover is £10,000 for each incident.

5. Property belonging to guests

We will cover physical loss or physical damage happening during the **policy period** to personal items belonging to anyone visiting the **home**, provided:

- a. the loss or damage would have been covered under this section of the **policy** if it had happened to **your contents**; and
- b. the items are not covered under any other policy.

The most **we** will pay under this cover is £10,000 for each incident.

6. Tenant's improvements

We will cover physical loss or physical damage happening during the **policy period** to **tenant's improvements** at the **home** where **you** are not responsible for insuring the **buildings**.

7. Loss of fuel and water

We will cover the cost of metered water or fuel that escapes accidentally from heating and water systems at the **home** during the **policy period**.

The most **we** will pay under this cover is £20,000 for each incident.

8. Data and media

We will cover the costs to recover **your** personal data and media from:

- a. any computer in the **buildings**; or
- b. **your** personal electronic devices,

where such item has suffered physical loss or physical damage that is covered under this section of the **policy**. If the data or media cannot be recovered, **we** will pay the cost of downloads to replace it.

The most **we** will pay under this cover is £10,000 for each incident.

9. Rent payable

If **you** cannot live in the **home** as a direct result of physical loss or physical damage covered under this section of the **policy**, **we** will cover rent **you** are legally required to pay until the earlier of:

- a. the date when the **home** can be lived in again; or
- b. 3 years after the date of damage.

We will not provide this cover if **we** have already agreed to pay alternative accommodation costs under **Extra covers, Alternative accommodation**, below.

The most **we** will pay under this cover is 3 years' loss of rent.

Extra covers

We will provide the covers shown below, regardless of whether **you** have purchased buildings cover, contents cover or both.

1. Alternative accommodation

If **you** cannot live in the **home** as a direct result of physical loss or physical damage covered under this section of the **policy**, **we** will cover the reasonable cost of alternative accommodation until the earlier of:

- a. the date when the **home** can be lived in again; or
- b. 3 years after the date of damage.

The most **we** will pay under this cover is 3 years' accommodation costs.

2. Lost or stolen keys

If the keys to the doors, windows, safes or alarms at the **building** are lost or stolen during the **policy period**, **we** will pay the reasonable cost to replace them.

3. Garden damage

We will cover physical damage to the garden at the **home** happening during the **policy period** where caused by:

- a. fire;
- b. lightning;
- c. collision or impact by a vehicle or aircraft or by falling lampposts, telegraph poles or pylons; or
- d. theft or vandalism.

We will also pay the reasonable and necessary cost incurred by **you** to remove rubbish left in **your** garden by trespassers.

The most **we** will pay to remove or replace any one tree, shrub or plant is £5,000. The most **we** will pay in total under this cover is £10,000 for each incident.

4. Forced closure

If during the **policy period**:

- a. **you** are ordered to vacate the **buildings**; or
- b. access to the **buildings** is denied,

by the emergency services or local authority, **we** will pay the reasonable costs of alternative accommodation for up to 1 year until **you** are allowed back in the **buildings**.

The most **we** will pay under this cover is:

1. 1 year's accommodation costs as a result of damage to **your** neighbour's property that would have been covered under this section of the **policy** if the same damage had happened to **your buildings**; or
2. £5,000 for any other incident.

Section exclusions

The exclusions shown below apply to this section of the **policy** only.

We will not cover any:

1. Gradual damage

loss or damage caused by or comprising of:

- a. dryness, humidity, extremes of light or temperature; or
- b. anything happening gradually over time, such as rust, rot, mould or fungus.

This exclusion does not apply to damage caused by fire or by water leaking from tanks and pipes following frost damage.

2. Wear and tear

loss or damage caused by wear and tear.

3. Maintenance

- a. maintenance or routine decoration costs; or
- b. loss or damage caused by a failure to carry out proper maintenance.

4. **Pests** loss or damage caused by vermin, rodents or insects.
5. **Pollution** loss or damage caused by or comprising of pollution or contamination.
6. **Breakdown** loss of, or damage to, any item caused by its own mechanical or electrical breakdown.
7. **Poor workmanship** loss or damage caused by:
 - a. poor workmanship or design; or
 - b. the use of unsuitable or faulty materials.
8. **Movement** loss or damage caused by **subsidence, landslip or heave** to any:
 - a. domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges, fences or wind turbines, unless the **main building** also suffers damage at the same time and by the same cause; or
 - b. solid floor unless the load bearing walls also suffer damage at the same time and by the same cause.
9. **Land** cost of stabilising, excavating or replacing land.
10. **Erosion** loss or damage caused by river or coastal erosion.
11. **Storm to outside items** loss or damage caused by flood or storm to gates, hedges, fences or wind turbines.

This exclusion does not apply to loss or damage caused by falling trees or to the cost of removing fallen trees to allow repairs to be carried out.
12. **Business use** loss of, or damage to, any **building or contents** used for the purposes of any business. This exclusion does not apply to purely administrative, computer or paper-based work
13. **Failure to receive** loss caused by **you** failing to physically receive any item.
14. **Unfurnished home** loss or damage happening while the **home** is not furnished for ordinary living. This exclusion does not apply to damage caused by fire, lightning or explosion.
15. **Undisclosed outbuildings** loss of, or damage to, any **outbuilding** with a rebuild cost greater than £10,000 unless **you** have declared it to **us** and **we** agreed to cover it.
16. **Rented out buildings** loss of, or damage to the **main building** at the **home** or any **outbuilding** if it is rented out.
17. **Rented out items** loss of, or damage to, **contents, art or valuables** happening at:
 - a. the main **building** at the **home** or any **outbuilding** if it is rented out; or
 - b. any **investment property**.
18. **Vehicles** loss of, or damage to, any motorised vehicle.

This exclusion does not apply to any domestic gardening equipment, quad bike, motorbike under 50cc or golf buggy.
19. **Vehicles being used** loss of, or damage to:
 - a. any quad bike, motorbike or golf buggy while in use; or
 - b. any dinghy, rowing boat or sailboard while being raced.
20. **Building works exclusions** a. i. loss or damage under Buildings cover **3. Building works**; or

- ii. loss of, or damage to, any property,
caused by or in connection with building works with a value over £100,000
unless **you** have told **us** about the works and **we** have agreed to provide
cover; or
- b. loss of, or damage to, plant or equipment;
- c. loss or damage **you** are liable for under the Party Wall Act 1996 or any
similar law, unless **we** have agreed to provide such cover;
- d. loss or damage **your** contractor is legally responsible for.

21. Finding leaks exclusions

loss or damage cause by water leaking from fixed water tanks, apparatus or
pipes if the **buildings** have not been lived in for more than 60 days in a row when
the leak happens.

This exclusion does not apply if

- a. the **buildings** have been fully maintained at a temperature of at least 10
degrees centigrade at all times; or
- b. all fixed water tanks and systems have been drained down and shut off.

Paying claims

The conditions below set out how much **we** will pay in the event of a
covered claim.

1. Sum insured

Unless a specific limit is shown below or in the schedule, **we** will pay up to the
corresponding **sum insured** for each item or category of items in respect of each
covered incident of loss.

2. Buildings

For loss or damage to **buildings**, **we** will at **our** discretion:

- a. i. arrange for them to be rebuilt or repaired, or
- ii. pay **you** an amount equal to the costs of repair or rebuilding;
- b. also pay for the reasonable and necessary costs of:
 - i. clearing the site and making it safe; and
 - ii. architects', lawyers' and surveyors' fees.

3. Contents, art and valuables

For loss or damage to **contents**, **art** and **valuables**, **we** will:

- a. repair or replace the item; or
- b. pay **you** the value of the item at the time of damage if it cannot be repaired
or replaced.

4. Loss of market value

If any lost or damaged **art** or **valuables** have suffered a loss in market value as a
result of their repair or replacement under 3 above, **we** will also pay **you** an
amount equal to the loss of value.

5. Single item limit

We will not pay more than £20,000 for any one item, pair or set unless the item
has been named on the schedule and given a specified value. If an item has been
named on the schedule, **we** will pay up to the corresponding amount shown.

6. Pairs and sets

If a lost or damaged item forms part of a pair or set which increases its value, **we**
will take that increased value into account when paying **your** claim.

7. Excess

For each incident of loss or damage, **you** must bear the **excess**. There is no
excess for
any claim:

- a. under Extra covers 2. Lost or stolen keys;
- b. under Extra covers 4. Forced closure; or
- c. with a value over £25,000.

8. Sub-limits for specific items

For loss or damage to the items shown below, the most **we** will pay is the corresponding amount shown in total for all incidents and all items:

Item	Amount
a. Sailboards, surfboards, rowing boats and dinghies:	£10,000
b. Trailers and horseboxes:	£10,000
c. Quad bikes, motorbikes under 50cc, golf buggies and domestic gardening equipment:	£10,000
d. Home office equipment:	£10,000

9. Sub-limit for pet damage

For loss or damage caused by pets, the most **we** will pay is £10,000 in total for all such loss and damage.

Please note that the General terms also apply to this section of cover.

Special definitions

Injury	Death, bodily or mental injury of any person.
Defence costs	Reasonable legal and expert's costs incurred with our prior agreement to defend a covered claim against you .
Limit of indemnity	The amount shown on the schedule as the 'Limit of indemnity'.
Property damage	Physical loss of or damage to property.
You/Your	For this section of the policy only, 'You/your' means: <ol style="list-style-type: none"> anyone shown on the schedule as 'You/Your'; family members of anyone in a. above who: <ol style="list-style-type: none"> live permanently at the main home; or are temporarily away from the main home to attend school, college or university; and domestic employees of anyone shown on the schedule as 'You/Your', who live in the main home.

Section covers

Please check the schedule, which will tell **you** the relevant **sum insured** of the covers below.

- Liability for injury and damage** **We** will cover **your** liability to others arising from:
 - property damage**; or
 - injury**,
happening during the **policy period**.
- Liability for defective premises** **We** will cover **your** liability to others arising under:
 - s.3 Defective Premises Act 1972; or
 - article 5 Defective Premises (Northern Ireland Order) 1975,
 due to an accident happening during the **policy period** at premises **you** previously occupied.
- Costs** If a claim is made against **you** that is covered under 1. or 2. above, **we** will cover:
 - your** liability for the claimant's legal costs; and
 - defence costs**.
 Cover for claimant's costs is included within the **limit of indemnity**. The schedule will show whether **defence costs** are included within the **limit of indemnity** or if they are in addition to it.
- Unpaid judgments** If:
 - an award of damages has been made in **your** favour in relation to an **injury** to **you** or **property damage** to **your** property;
 - the damages have not been paid within 3 months of being due;
 - the damages relate to an incident that would have been covered under this section of the **policy** if **you** had caused the **injury** or **property damage**;
 - the **injury** or **property damage** did not occur in the course of any trade, business or profession by **you**; and
 - the judgment is not subject to appeal,

Liabilities

we will pay **you** the amount of the unpaid damages, including any award for costs.

We will then have the right to pursue a recovery of any monies **we** have paid out. **We** may do this in **your** name, but will do so at **our** cost.

Section exclusions

The exclusions shown below apply to this section of the **policy** only.

We will not cover:

1. Your property

liability for **property damage** to anything:

- a. **you** own; or
- b. in **your** care or the care of **your** employee. This does not apply where **you** are liable as a tenant for property in **your** care.

2. Vehicles

liability directly or indirectly due to:

- a. any incident for which insurance is required under any laws relating to the compulsory insurance of motor vehicles;
- b. any aircraft, including any drones and unmanned aircraft; or
- c. watercraft. This does not apply to rowing boats and dinghies shorter than 12 feet in length, or any sailboard; or
- d. any motorised vehicle, other than quad bikes, motorbikes under 50cc, golf buggies, domestic gardening equipment, mobility scooters and wheelchairs.

The most **we** will pay in total for all such motorised vehicle claims is £1,000,000, including all costs and expenses.

3. Contractual liability

liability occurring under any contract. This does not apply if **you** would have been liable even if the contract was not in force.

4. Pollution

liability directly or indirectly due to pollution or contamination. This does not apply to an identifiable, sudden and unexpected release of a pollutant or contaminant in the United Kingdom during the **policy period** as a result of an accident caused by **you**.

5. Penalties

liability for any fines, penalties, punitive or multiple damages.

6. Property we don't cover

liability directly or indirectly due to **your** ownership or occupation of any land or buildings **we** do not cover for physical damage under this **policy**. This includes any liability arising from land or buildings **we** do cover, but where **your** liability arises as a result of a matter excluded under the corresponding section of cover, or from **your** failure to comply with a condition under that section of the **policy**.

7. Animals

liability directly or indirectly due to any animal. This does not apply to horses, cats or dogs, although **we** do not in any event cover any liability directly or indirectly due to any specially controlled dog under the Dangerous Dogs Act.

8. Diseases

liability directly or indirectly due to the transmission of any:

- a. infectious or communicable disease; or
- b. illness, virus or syndrome.

9. Business liabilities

liability directly or indirectly due to any activity from which **you** derive a revenue, the provision of goods or services, or anything done by **your** employee for someone else for a fee.

10. North American claims

any claim brought in the courts, or subject to the laws, of the United States of America or Canada, including any claim brought anywhere else that is based on a claim first brought in the United States of America or Canada.

11. North American activities

liability:

- a. of anyone who usually lives in the United States of America or Canada; or
- b. directly or indirectly due to any incident in the United States of America or Canada if **you** have spent more than 90 days in total in the United States of

America or Canada during the preceding 12 months.

12. Rectifying defects

liability under:

- a. Defective Premises Act 1972; or
 - b. Defective Premises (Northern Ireland Order) 1975,
- to rectify a defect to any property **you** used to occupy.

13. Specific employer's liability exclusions

liability to **your** employees

- a. directly or indirectly due to care or treatment provided to **you**;
- b. directly or indirectly due to domestic work carried out by the employee in relation to land or buildings **we** do not cover for physical damage under this **policy**;
- c. if the employee has spent more than 90 days in total in the United States of America or Canada during the preceding 12 months; or
- d. in respect of any judgment from any court outside the United Kingdom or European Union, including any claim brought within the United Kingdom or European Union that is based on a claim first brought elsewhere.

Paying claims

The conditions below set out how much **we** will pay in the event of a covered claim.

1. Limit of indemnity

Unless a specific limit is shown below or in the schedule, **we** will pay up to the corresponding **limit of indemnity** for each claim or category of claim.

2. Connected claims

All claims arising from or in connection with the same act, incident or event will be treated as a single claim. This means **we** will only pay up to one **limit of indemnity**, regardless of how many claimants or covered defendants are involved. However, only one **excess** will be payable.

3. Excess

For each claim, **you** must bear the **excess**.

4. Specific limit for pollution and contamination

For liability arising from pollution or contamination, the most **we** will pay is £5,000,000 for the total of all incidents and events occurring during any one **annual period**.

5. Specific limit for Investment Properties

For liability arising directly or indirectly due to or from **your** ownership or occupation of any **investment property**, the most **we** will pay is £2,000,000 for the total of all incidents and events occurring during any one **annual period**.

Section obligations

You must comply with the obligations shown below.

We will not make any payment for any liability arising from or in connection with any act, incident or event taking place whilst **you** are not in compliance with these obligations unless **you** can show that **your** non-compliance could not have increased the risk of the liability arising.

1. Landlord's obligations

You must comply with all legal obligations relating to the renting out of any property for which **you** are a landlord.

2. Swimming pools

If **you** let out a property with a swimming pool, **you** must take reasonable steps to prevent or reduce the risk of anything happening that might lead to a claim under this section. This includes ensuring:

- a. equipment and surfaces comply with all legal standards and requirements;
- b. flooring around the pool is not obstructed and has a suitable non-slip surface;
- c. the pool and pool area are regularly inspected and any action required to preserve safety is taken immediately; and
- d. signage including water depths and rules of use are clearly visible

Family Legal

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 record 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 **we** will appoint to act on **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 different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it).
- b. For criminal cases, the date 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, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- c. For all other insured incidents: the **United Kingdom**.

You/your

- a. The insured named on the **schedule** (the policyholder).
- b. **We** will also cover any member of the policyholder's family who always lives with the policyholder, on the same basis that the policyholder would be entitled to cover under this section. This includes:
 - i. unmarried partners of the family members; and
 - ii. **domestic employees**,
who live in **your home**; and
 - iii. students temporarily living away from **your home**

Anyone included within (b) above who is claiming under this section of the **policy** must have the policyholder's agreement to claim.

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.

2.

- 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.
4. **You** must:
- a. 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 section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

What is covered?

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 will we pay?

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

1. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is 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**;
3. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist;
4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section 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 will we 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:

1. 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**;
3. 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:

1. 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:

1. 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.*

2. 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*

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*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.

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

We will pay **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.

Tax protection

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.
2. 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**:

1. 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

Insured incident 10 – planning application refusal appeals

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**;

1. have taken all reasonable steps to ensure planning permission is granted, including consulting with the Local Authority prior to submitting **your** application; and
2. 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.
10. any claim where **you** are not represented by a law firm, barrister or tax expert.
11. 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

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

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.

Home Emergency

Vermin

1. 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 overnight following an insured event described below;

provided that:

1. such insured event is sudden, unexpected and required 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 & 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

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

Home Emergency

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

Nobody at home

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

Replacement appliances

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 out previously recommended repairs

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

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 or repairs

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

Damage caused during repairs

Damage caused by gaining access to carry out repairs.

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.

Septic tanks, cess pits and fuel tanks

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

Subsidence, landslip and heave

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.

Please note that the General terms also apply to this section of cover.

Special definitions

Words in **bold** have the meaning below wherever they appear in this section of the **policy**.

Business colleague

Anyone employed by the same business as **you** and for whom **you** would be required to stand in their place in their absence.

Close relative

An individual's:

1. husband, wife, **partner**, fiancé or fiancée;
2. parent, step-parent or parent-in-law;
3. son or daughter, son or daughter-in law or step child;
4. brother, sister, step-brother, step-sister or brother or sister-in-law; or
5. grandparents or grandchildren.

Covered activities

1. Abseiling, angling, archery, athletics, badminton, ballooning, banana boating, baseball, basketball, body boarding, bowls, camel riding, camping, cricket, croquet, cycling, dancing, fell running, fencing, golf, go-karting, gymnastics, handball, hiking, hill walking, horse riding, indoor wall climbing, jet skiing, jogging, marathon running, orienteering, paintballing, parascending over water, pony trekking, kayaking, racquetball, rambling, rollerskating, rollerblading, rounders, sandboarding, shooting, skate boarding, skin diving, snooker, snorkelling, softball, squash, surfing, swimming, table tennis, ten pin bowling, tennis, trampolining, volleyball, water polo or weight lifting;
2. canoeing or white water rafting up to grade 3 in inland waters and under the control of an officially licensed organisation;
3. football, hockey, lacrosse, netball or rugby;
4. riding motorcycles up to 50cc;
5. safaris as part of an organised excursion with a licensed operator;
6. scuba diving to a maximum depth of 30 metres. This only applies if **you** hold the appropriate qualification and are accompanied by a fellow appropriately qualified diver;
7. yachting, boating or windsurfing in inland or coastal waters within a 12-mile limit of the shore; and
8. **winter sports**.

Curtailed / curtailment

Abandoned or an abandonment by returning earlier than planned to the **United Kingdom**.

Family

1. The husband, wife or **partner** of any **insured person**; and
2. the unmarried dependant children under 25 at the **start of cover date** who permanently live with the **insured person** within the **United Kingdom** or live somewhere else for the purposes of full time education.

Hi-jack

The unlawful seizure or taking control of the conveyance in which **you** are travelling a passenger.

Insured Person

Anyone shown on the schedule as an 'insured person'.

Insured trip

Any trip for up to 90 days that takes place entirely within the **policy period** for this section of the **policy**.

The trip:

1. starts when **you** leave **your** home or workplace in the **United Kingdom**; and
2. ends when **you** return to **your** home or workplace in the **United Kingdom**, whichever happens first.

Kidnap

The unlawful abduction or holding hostage by a third party without consent.

Loss of an eye

Permanent, total loss of sight in any eye, meaning:

1. in both eyes, where an individual is added to the Register of Blind Persons with the approval of a qualified ophthalmic specialist; or
2. in one eye if the degree of sight left after correction is lower than 3/60 on the Snellen Scale with no expectation that the degree of sight will improve above that level.

Loss of limb

1. Loss by physical separation of:
 - a. a hand at or above the wrist; or
 - b. a foot at or above the ankle; or
2. permanent loss of use of any hand, arm or leg.

Partner

Anyone not related to an **insured person** but who has shared a home with the **insured person** in a marriage-like relationship for at least 6 months at the start of the **insured trip**.

Permanent disablement

Any injury that stops an **insured person** from undertaking:

1. their usual job; or
2. any occupation for which they are reasonably suited due to their training, education or experience, if they are not employed at the time the injury is suffered.

Prior conditions

Any medical condition:

1. which has resulted in any symptoms; or
2. for which:
 - i. treatment, admission to hospital or regular prescribed medication;
 - ii. medical consultation or supervision; or
 - iii. investigations, tests or any follow-up or check-up was required,

in the 12-month period before the **start of cover date**.

United Kingdom

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Winter sports

Dry slope skiing, big foot skiing, snow skiing, glacier skiing, cross country skiing on recognised paths, snowboarding, ski boarding, mono skiing, skidoo, snow mobiling, bobsleighing, ice skating, ice hockey, sledging, sleigh riding, dog sledding, curling and tobogganing. This includes any of these activities where undertaken off-piste.

Winter sports equipment

Skis and snowboards, boots, bindings and poles.

You/Your

For this section of the **policy** only, 'You/your' means all **insured persons**.

Section covers

Please check the schedule, which will tell you the relevant **sum insured** of the covers below.

Medical emergency costs

We will provide the covers shown below.

1. Trips outside the United Kingdom

For **insured trips** outside the **United Kingdom**, we will cover **you** for:

Medical costs

a. reasonable costs incurred outside the **United Kingdom** for emergency medical, surgical, diagnostic or remedial treatment or care required as the direct result of **you** suffering an accidental injury or becoming ill during the trip;

24-hour assistance

b. the costs of using **our** 24-hour emergency medical assistance service if **you** suffer a medical emergency that could lead to in-patient treatment abroad, or to evacuation or repatriation. This includes:

- i. guaranteeing the payment of local medical fees if required;
- ii. providing advice in different languages;
- iii. arranging for **you** to be returned to the **United Kingdom** by air ambulance or schedule air service. This includes the cost of a medical attendant, if required;
- iv. helping make travel arrangements for **your** next of kin and for others travelling with **you** on the **insured trip**; and
- v. helping to organise an ambulance to hospital or **your** home once **you** arrive back in the **United Kingdom**;

Costs of others

c. reasonable and necessary additional travel and accommodation costs incurred by **your close relative** or **business colleague** who has been advised by a medical advisor to travel or remain with **you**;

Funeral costs

d. reasonable costs for:

- i. a funeral outside the **United Kingdom**; or
- ii. transporting **your** body or ashes to the **United Kingdom**, if **you** die during the **insured trip**;

Injury to family or colleagues in the UK

e. reasonable and necessary additional travel and accommodation costs incurred by **you** if **your close relative** or **business colleague** suddenly dies or suffers a serious illness or injury in the **United Kingdom** whilst **you** are on an **insured trip**;

Travelling companions

f. reasonable and necessary additional travel and accommodation costs incurred by **you** if any other **insured person** on the **insured trip**:

- i. dies or suffers a serious illness or injury; or
- ii. has to return to the **United Kingdom** as a result of their **close relative** or **business colleague** dies suddenly or suffers a serious illness or injury.

Emergency dental treatment

g. reasonable costs incurred outside the **United Kingdom** for emergency dental treatment or care for emergency pain relief to natural teeth if **you** suffer a dental emergency during the trip;

Emergency eye treatment

h. reasonable costs incurred outside the **United Kingdom** for emergency optical treatment or care required as the direct result of **you** suffering an accidental injury or a condition first becoming apparent during the trip; and

In-patient benefit

i. an in-patient benefit for each full period of 24 hours **you** spend as an in-patient outside of the **United Kingdom** required as the direct result of **you** suffering an accidental injury or becoming ill during the trip.

2. Trips within the United Kingdom

For **insured trips** within the **United Kingdom**, we will cover **you** for:

Medical costs	a. reasonable costs incurred in the United Kingdom for emergency medical treatment or care required as the direct result of you suffering an accidental injury or becoming ill during the trip;
Travel and accommodation costs	b. reasonable and necessary additional travel costs, accommodation costs and costs to return you to your home or a hospital in the United Kingdom as the direct result of you suffering an accidental injury or becoming ill during the trip;
Costs of others	c. reasonable and necessary additional travel and accommodation costs incurred by your close relative or business colleague who has been advised by a medical advisor to travel or remain with you ;
Returning your body	d. reasonable costs of transporting your body or ashes to your home in the United Kingdom if you die during the insured trip ; and
Travelling companions	e. reasonable and necessary additional travel and accommodation costs incurred by you if your close relative or business colleague dies or suffers a serious injury or illness during the trip.

Medical emergency costs exclusions

We will not cover costs:

Prior conditions	1. due to any prior condition , unless we have already agreed to provide cover.
Costs after 12 months	2. incurred 12 months or more after the end of the trip;
Drugs and alcohol	3. due to: <ul style="list-style-type: none"> a. alcohol abuse, including treatment of alcoholism; b. use of drugs. This does not apply to drugs prescribed by a qualified practitioner, where used in accordance with their instructions and the associated prescription; c. any drugs prescribed to treat drug dependency.
Repeat prescriptions	4. for replenishing any prescribed medication.
Reciprocal arrangements	5. for treatment that would be provided under any reciprocal health arrangement or where a public medical service is available.

Medical emergency costs limits

These limits apply to **trips** outside the **United Kingdom** and **trips** within the **United Kingdom**, as appropriate. Unless a specific limit is shown below, the amount **we** will pay for any cover shown above is included within the limit for medical costs.

We will pay:

Medical costs overseas	1. up to £10,000,000 for each insured person for the total of all costs for medical, surgical, diagnostic or remedial treatment or care incurred outside the United Kingdom .
Funeral costs	2. up to £2,500 for funeral expenses or £6,000 for returning an insured person's body or ashes.
Dental treatment overseas	3. up to £1,250 for each insured person for emergency dental treatment care incurred outside the United Kingdom .
In-patient benefit	4. £125 per day up to a maximum of £1,250 as an in-patient benefit for each insured person .
Medical treatment in the UK	5. up to £300 for each insured person for the total of all costs for medical treatment or care incurred in the United Kingdom .

- | | |
|--|---|
| Dental treatment in the UK | 6. up to £125 for each insured person for emergency dental treatment care incurred in the United Kingdom . |
| Returning body and ashes within the UK | 7. up to £1,250 for each insured person for transporting their body or ashes to their home in the United Kingdom if they die on a trip in the United Kingdom . |
| Travelling companions in the UK | 8. up to £600 for each incident under Trips in the United Kingdom, Travelling companions. |

Cancellation & curtailment

1. Cancellation and curtailment

Your death
Death and injury to others

Redundancy

Quarantine

Jury service

Emergency call-up

Damage or theft at home

Transport cancellation

Accommodation damage

FCDO advice

We will provide the covers shown below.

If an **insured trip you** have already booked is necessarily cancelled or **curtailed** during the **policy period** as a direct result of:

- a. **your** death;
- b. the death, accidental injury or illness of:
 - i. **your close relative** or **business colleague**;
 - ii. anyone with whom **you** had already made arrangements to travel, stay or conduct business, or the **close relative** or **business colleague** of any such person;
- c. **you** or anyone with whom **you** had already made arrangements to travel, stay or conduct business being:
 - i. made redundant under circumstances in which they qualify for redundancy in the country in the **United Kingdom** in which they work;
 - ii. ordered to enter into quarantine;
 - iii. required to attend jury service;
 - iv. called-up for emergency duty as a member of the armed forces, the defence of civil administration, police, fire, rescue, public utility or medical services;
 - v. required to stay at their home or place of work following significant damage or a theft, after the trip was booked;
- d. chartered or scheduled transport services, including connecting publicly licensed transportation, being cancelled as direct result of any:
 - i. accident;
 - ii. strike or industrial action;
 - iii. **hi-jack**, criminal action or bomb threat;
 - iv. civil commotion, including riots;
 - v. fire, flood, earthquake, landslide, avalanche or other adverse weather conditions; or
 - vi. mechanical breakdown of the vehicle or conveyance; after the trip was booked;
- e. **you** being unable to stay in the accommodation **you** have booked due to it suffering significant damage; or
- f. the Foreign, Commonwealth and Development Office or the Department of Health advising against all or all but essential travel less than 48 hours before the intended start of the **insured trip**,

we will cover **your** irrecoverable deposits, advance payments and other charges paid or due for travel and accommodation.

We will also cover the cost of non-returnable excursions or attractions **you** had booked before the cancellation or **curtailment**.

2. Trips after the policy period

We will also cover the cancellation or **curtailment** of any trip happening, or which was due to happen, in the 30 days after the end of the **policy period**. **We** will only provide this cover if:

- a. the trip was booked and the incident resulting in the cancellation or **curtailment** both happen during the **policy period**; and
- b. the cancellation or **curtailment** would have been covered under 1. above if the trip had taken place during the **policy period**.

Cancellation & curtailment exclusions

Prior knowledge

Inadequate planning

FCDO or health advice

Disinclination

We will not cover costs due to:

1. anything which, when cover under this section of the **policy** started or the **insured trip** was booked, **you** knew or ought to have known could have resulted in the trip being cancelled or **curtailed**.
2. **you** not taking reasonable care when planning the **insured trip**, including the mode of travel, departure times and routes.
3. any **insured trip** to any country or place to which the Foreign and Commonwealth Development Office, World Health Organisation or Department of Health had already advised against all or all but essential travel before the trip was booked.
4. disinclination to travel.

Cancellation & curtailment limits

Trips during the policy period

Trips after the policy period

We will pay up to:

1. the **sum insured** for cancellation and **curtailment** costs for **insured trips** happening entirely within the **policy period**.
2. £15,000 for each **insured person** for each **insured trip** happening or due to happen in the 30 days after the **policy period**.

Delayed departure

1. Transport delay

We will provide the cover shown below.

If any pre-booked transport forming part of an **insured trip** is delayed during the **policy period** as a direct result of any:

- a. accident;
- b. strike or industrial action;
- c. **hi-jack**, criminal action or bomb threat;
- d. civil commotion, including riots;
- e. fire, flood, earthquake, landslide, avalanche or other adverse weather conditions; or
- f. mechanical breakdown of the vehicle or conveyance,

happening after the trip was booked, **we** will cover irrecoverable travel and accommodation costs for the first outward journey if **you** cancel the trip as a result of a delay of at least 24 hours.

We will also pay **you** a benefit of £60 for each complete period of delay of 12 hours for any journey forming part of the **insured trip**.

If **we** have made a payment under Cancellation & curtailment 1.d. above, **we** will deduct the amount paid under that cover from any amount **we** pay under this cover.

Delayed departure exclusions

Proof of loss

We will not cover any delayed departure:

1. unless **you** give **us** a written report from the repairer in the event of an accident or breakdown of the vehicle **you** were travelling in to the departure point.

Delayed departure limits

Travel and accommodation

We will pay up to:

1. £15,000 in total for irrecoverable travel and accommodation costs for each **insured person**.
2. £600 in total for delay benefits for each **insured person**.

Delay benefit

Missed departure

1. Missed outbound journey

We will provide the cover shown below.

If you miss **your** pre-booked international journey from the **United Kingdom** at the start of an **insured trip** as a direct result of the vehicle **you** are travelling in to the departure point being affected by any:

- a. accident;
- b. strike or industrial action;
- c. **hi-jack**, criminal action or bomb threat;
- d. civil commotion, including riots;
- e. fire, flood, earthquake, landslide, avalanche or other adverse weather conditions; or
- f. mechanical breakdown of the vehicle or conveyance,

we will cover reasonable travel and accommodation costs to rejoin **your** pre-booked accommodation outside the **United Kingdom**.

Missed departure exclusions

Prior knowledge

We do not cover costs due to:

1. any incident which, when cover under this section of the **policy** started or the **insured trip** was booked, **you** knew or ought to have known could have resulted in the departure being missed.
2. **you** not taking reasonable care when planning the **insured trip**, including the mode of travel, departure times and routes.
3. any missed departure unless **you** give **us**:
 - a. written confirmation from the carrier or their agent of the actual time and date of the departure and reasons for the delay; and
 - b. a written report from the repairer in the event of an accident or breakdown of the vehicle **you** were travelling in to the departure point.

Inadequate planning

Proof of loss

Missed departure limits

We will pay up to £1,250 for each **insured person** for each **insured trip**.

Delayed baggage

If the schedule shows that you have purchased delayed baggage cover, we will provide the cover shown below.

1. Emergency purchases

If **your** baggage or personal effects are delayed by more than 12 hours on the outward journey on an **insured trip**, **we** will cover **you** for the cost of necessary emergency purchases.

Delayed baggage exclusions

We do not cover any loss:

Confiscation

Reporting the loss

1. due to the confiscation, destruction, detention or damage of **your** baggage by customs or similar officials.
2. if **you** do not report the delay to **your** tour operator, carrier or transport authority or provider within 24 hours and obtain a written record or Property Irregularity Report (PIR).

Delayed baggage limits

We will pay up to £1,750 for each **insured person** for each **insured trip**.

Lost passports

1. Lost or stolen passports

We will provide the covers shown below.

If during an **insured trip** **your** passport is lost or accidentally stolen, **we** will cover the reasonable additional costs incurred to enable **you** to return to the **United Kingdom**.

Lost passports exclusions

Confiscation

Reporting the loss

Custody of carrier

Unattended vehicles

We do not cover any loss:

1. due to the confiscation, destruction, detention or damage of **your** passport by customs or similar officials.
2. if **you** do not report the delay to the Police or other suitable authority within 24 hours and obtain a written record.
3. from any baggage that is in the care of any airline or carrier.
4. from any unattended vehicle.

Lost passports limits

We will pay up to £1,000 for each **insured person** for each **insured trip**.

State of emergency

1. Declared emergency

We will provide the covers shown below.

If **you** have to evacuate from pre-booked accommodation during an **insured trip** as the direct result of a state of emergency being declared in the country **you** are travelling in, **we** will cover **your** reasonable additional accommodation costs.

State of emergency limits

We will pay up to £125 per day for each **insured person**, up to a total of £1,250 for each **insured person** for each **insured trip**.

Kidnap and hi-jack

1. Kidnap or hi-jack benefit

We will provide the covers shown below.

If **you** are the subject of a kidnap or **hi-jack** using force during an **insured trip** outside the **United Kingdom**, **we** will pay **you** £125 for each complete period of 24 hours for which **you** are detained.

Kidnap and hi-jack exclusions

Ransoms

We do not cover:

any ransom or other payment made in return for anyone's release.

Kidnap and hi-jack limits

We will pay up to £1,250 for each **insured person** for each **insured trip**.

Personal assault

We will provide the cover shown below.

If **you** are required to attend hospital as an in-patient for more than 24 hours in a row as the direct result of an unprovoked attack during an **insured trip**, **we** will pay **you** £125 for each complete period of 24 hours for which **you** are required to stay in hospital.

Personal assault limits

We will pay up to £1,250 for each insured person for each insured trip.

Personal accident

We will provide the covers shown below.

If **you** suffer:

- a. death;
- b. **loss of limb**;
- c. **loss of an eye**; or
- d. **permanent disablement**,

by accidental, visible and violent means solely as the direct result of an incident happening during an **insured trip**, **we** will pay **you** a benefit amount.

Personal accident exclusions

Prior conditions

Drugs and alcohol

We do not cover any death, injury or disablement due to:

- 1. any **prior condition**, unless **we** have already agreed to provide cover.
- 2. a. alcohol abuse, including treatment of alcoholism;
- b. use of drugs. This does not apply to drugs prescribed by a qualified practitioner, where used in accordance with their instructions and the associated prescription;
- c. any drugs prescribed to treat drug dependency.

Personal accident benefit amounts

We will pay:

- 1. £50,000 for any **insured person** who is 16 or over at the time of the incident; or
- 2. £5,000 for any **insured person** who is under 16 at the time of the incident, regardless of the number of injuries suffered.

Winter sports

1. Equipment

If **your winter sports equipment** is delayed for more than 12 hours on **your** outward journey or if it is lost, stolen or damaged during an **insured trip**, **we** will pay the reasonable cost of hiring replacement equipment for the rest of the trip or until **yours** is returned.

2. Lift pass and lessons

If during an **insured trip** **you** become ill, suffer an accidental injury or **your** lift pass is lost or stolen, **we** will cover the unused part of **your** lift pass, lessons and equipment hire.

3. Closed pistes

If during an **insured trip** all of the pistes in **your** resort are closed due to risk of avalanche or too much or not enough snow, **we** will cover:

- a. reasonable costs to travel to an alternative resort; or
- b. £50 for each **insured person** for each full day **you** are not able to ski or snowboard.

Winter sports exclusions

Proof of loss or damage

We do not cover:

- 1. hire costs for equipment unless **you** give **us**:
 - a. a report from the Police, resort management or tour operator if the equipment is stolen;
 - b. confirmation from the hire company of any damage to hired equipment; or

Proof of loss for lessons, passes and hire equipment	<ul style="list-style-type: none"> c. confirmation from the carrier, tour operator or travel company of any delay to your equipment.
Proof of piste closure	<ul style="list-style-type: none"> 2. unused lessons, lift passes or equipment hire costs unless you give us: <ul style="list-style-type: none"> a. written confirmation from a medical practitioner of any injury and the length of time it prevented you from undertaking the winter sports activity; b. evidence that you applied for a refund from any lesson provider and that the request was refused; c. a report from the Police, resort management or tour operator if your lift pass was lost or stolen. 3. costs for travel to another resort or payment following piste closure unless you give us written confirmation from the tour operator or resort management of the reason and length of any piste closure.
Winter sports limits	
Equipment hire	<ul style="list-style-type: none"> 1. £500 for each insured person for each insured trip for the costs of hiring replacement equipment.
Lift passes and lessons	<ul style="list-style-type: none"> 2. £500 for each insured person for each insured trip for the unused parts of lift passes, lessons and equipment hire.
Piste closure	<ul style="list-style-type: none"> 3. £50 for each insured person per day for the costs of travelling to another resort following piste closure.

We will pay up to:

Section exclusions

The exclusions shown below apply to all covers in this section of the **policy**.

We will not cover any:

1. Terrorism

loss directly or indirectly due to **terrorism**, other than under the Medical emergency costs, Hi-jack and kidnap or Personal accident covers for incidents occurring outside the **United Kingdom** and where **you** follow all relevant guidance and instructions from any authority or government.

2. Dangerous activities

loss directly or indirectly due to:

- a. participation in any activity other than the **covered activities**;
- b. participation in any **covered activity** in a competition, sports trip, sports tour or as professional participant;
- c. diving into open water other than from a boat where it appears safe to do so;
- d. **winter sports** undertaken off-piste against local warnings or advice;
- e. acrobatics, all forms of racing other than on foot, base jumping, bouldering, boxing, bungee jumping, canyoning, caving, free climbing, gliding, hang gliding, heli- skiing, hill walking or mountaineering or rock climbing normally involving the use of ropes or guides, hunting, microlighting, motor sports, parachuting, paragliding, paramotoring, parapenting, polo, potholing, ski acrobatics, ski flying, ski jumping, ski mountaineering, ski racing, ski randonee, ski stunting, sky diving, stunt-cycling or water ski jumping;
- f. trekking above 3,000 metres;
- g. flying other than as a passenger;
- h. show-jumping or eventing;
- i. any physical contact sport or other activity involving physical contact or a significant risk of injury.

3. Armed forces duties

loss directly or indirectly due to any involvement in operational duties as a member of any armed forces. This exclusion does not apply to the Cancellation & curtailment cover.

- 4. Deliberate acts**
loss directly or indirectly due to any:
 - a. actual or attempted suicide or self-harm;
 - b. psychiatric, mental or nervous disorders, anxiety or depression;
 - c. criminal activity by **you**.
- 5. Exposure to harm**
loss directly or indirectly due to **you** deliberately exposing yourself to exceptional danger, other than where attempting to save human life.
- 6. Pregnancy or childbirth**
loss directly or indirectly due to any pregnancy or childbirth. This does not apply to unexpected complications in relation to pregnancy or childbirth.
- 7. Prior conditions**
loss for anyone who:
 - a. has received a terminal prognosis;
 - b. is in receipt of, or is waiting for, in-patient treatment in a hospital or nursing home;
 - c. is travelling for the purposes of obtaining medical treatment; or
- 8. Over 74s**
cruise, or trip lasting more than 30 days for anyone over 74 years' old.
- 9. Manual work**
loss directly or indirectly due to any manual work undertaken by **you**.
- 10. FCDO advice**
loss directly or indirectly due to:
 - a. travel to any country or place to which the Foreign and Commonwealth Development Office had already advised against all or all but essential travel; or
 - b. **your** failure to follow advice from the Foreign and Commonwealth Development Office.

Paying claims

- 1. Prior approval of medical costs** **We** will only pay for medical costs that have been incurred with **our** prior agreement.
- 2. Calculating timings**
When paying losses under the Delayed departure cover, **we** will calculate all timings using scheduled departure times as shown on **your** booking confirmation.
- 3. Excess**
For each incident of loss, **you** must bear the **excess**. For multiple losses arising from any one incident, **we** will limit the **excess** to £500 in total for all losses arising from that incident.

Section obligations

You must comply with the obligations shown below.

We will not make any payment for any loss, injury, death or illness arising whilst **you** are not in compliance with these obligations unless **you** can show that **your** non-compliance could not have increased the risk of the loss, injury, death or illness happening.

- 1. Emergency assistance service** **You** must contact **our** emergency medical assistance service before obtaining any medical treatment, if **you** suffer a medical emergency that requires in-patient treatment or **your** return to the **United Kingdom**.
- 2. Medical assistance** **You** must obtain advice from a suitably qualified medical practitioner, and follow their advice, as soon as possible after suffering any injury during an **insured trip**.
- 3. New conditions** **You** must let **us** know if **you** suffer or discover any new medical condition during the **policy period**. **We** may then amend the terms of the cover, amend the premium or confirm that cover continues unchanged.