



# Contents

	Page
<b>Contents</b>	1
Important Information	2
<b>Your Duties</b>	3
How to amend this insurance	4
Renewal of this insurance	4
How to cancel this insurance	5
How to make a claim	5
Fraudulent claims	8
How to make a complaint	9
Compensation (Financial Services Compensation Scheme)	9
Privacy Notice	10
Rights of third parties	11
Choice of Law and jurisdiction	11
Language	11
Sanctions	11
Taxes	11
<b>Our Regulator</b>	11
Definitions	12
General Exclusions	16
General Conditions	19
Section One	<b>Buildings</b> 20
Section Two	<b>Contents</b> 26
Section Three	<b>Valuables, Antiques and Works of Art, Gold and Silver</b> 34
Section Four	<b>Accidents to Domestic Employees</b> 37
Section Five	<b>Legal Liability to the Public</b> 38
Section Six	<b>Legal Expenses</b> 41
Section Seven	<b>Home Emergency</b> 50

## Important Information

Welcome to **your** Markham Private Clients high value **home** insurance policy. Section 1 to 5 of the policy is underwritten by **Pen Underwriting Limited**, and Section 6 to 7 of the policy is managed and provided by ARAG PLC who is authorised to administer this insurance on behalf of the insurer SCOR UK Company Limited ("SCOR"), on whose behalf **We** act.

Wherever words appear in **bold** type in this policy, **schedule** or any **endorsement** relating to this policy, other than in titles and paragraph headings, they will have the meanings shown in the Definitions Section of this policy unless otherwise stated.

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Markham Private Clients **Home** Insurance document. **Your home** insurance document sets out the conditions of the contract between **you** and **us**.

When drawing up this insurance, **we** have relied on the information and statements which **you** gave in the proposal form or statement of fact on the date shown in the **schedule**. The information that **you** have provided to **us** has been used to determine not only acceptance of **your** insurance requirements but also the premium payable and any additional conditions, exclusions and/or terms that **we** believe are necessary. It is therefore imperative that, when providing this information to **us**, **you** take care not to misrepresent any information and to give **us** all the information **you** are asked for.

This policy relates ONLY to those sections which are shown in the **schedule** as being included and each **home** included under this insurance is considered to be covered as if separately insured.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** as shown in the **schedule**.

This is a legally-binding contract of insurance between **you** and **us**. This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

Please read the whole document carefully and keep it in a safe place. It is important that:

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage Sections **you** have requested;
- **you** notify **your broker** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information;
- **you** take all reasonable steps to prevent loss, **damage** or an accident and keep the **buildings** in a good state of repair; and
- **you** comply with **your** duties under "Important Information – **Your Duties**" and **your** duties under the insurance as a whole.

Please contact **your broker** as soon as reasonably possible if this document is not correct or if **you** would like to ask any questions.

Failure to comply with the above could adversely affect **your** insurance or any claim **you** make.

## Important Information (continued)

### Your Duties

**You** must keep the sums insured at a level which represents the full value of the property. Full value should represent the following:

- For **buildings** – the full rebuilding cost including **additional rebuilding expenses**;
- For contents – the current cost as new; and
- For **valuables, antiques and works of art, gold and silver** – the current market value.

### You must notify your broker

- As soon as reasonably possible if **you** become aware that information **you** have given **us** is inaccurate;
- within 14 days of **you** becoming aware of any changes in the information **you** have provided to **us** which happen before or during the **period of insurance**;
- at least 30 days before **you** start any work to extend, renovate, build or demolish any part of the **buildings**, or any work involving the use of heat, where the contract value is more than £100,000;
- if **you** make any changes that will downgrade the security or fire protections at **your home**;
- if **you** stop using **your home** as **your** permanent **home**; or
- if **you** regularly leave **your home unoccupied** or regularly leave **your home** unattended at night.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or of planned building works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with “Other Important Information – How to cancel this insurance” on page 5.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

### Information you have given us

**We** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place from the start of the period of insurance; or
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with “Other Important Information – How to cancel this insurance” on page 5.

**We** or **your broker** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or
- require **you** to pay more for **your** insurance.

## Other Important Information

### How to amend this insurance

If **you** would like to make changes to **your** insurance please contact **your broker**.

**You** must tell **your broker** as soon as reasonably possible of any change to **your** circumstances and/or the information **you** and/or **your broker** have previously provided during the **period of insurance** to allow **us** to reassess **your** insurance risk. Changes that should be notified, which apply to all members of **your** household, include (but are not limited to):-

- a change of name;
- a change to **your** occupation or the nature of **business** in which **you** work;
- anyone covered by this policy or anyone usually living **you**
- being convicted of a non-motoring criminal offence or being charged with, but not yet tried for, any non-motoring criminal offences;
- anyone covered by this policy being declared bankrupt (whether in a personal or **business** capacity), receiving a County Court Judgement (CCJ) or entering into an Individual Voluntary Arrangement (IVA); and
- any loss or **damage** not reported or claimed for under this policy.

Changes to **your home** that should be notified include (but are not limited to):-

- a change of address;
- **your home** no longer being in a good state of repair;
- a change to the use of **your home**, including any **business** use;
- any works being carried out at **your home** with a contract value of more than £100,000;
- if **you** downgrade the security or fire protections at **your home**;
- if **you** stop using the **home** as **your** permanent **home**;
- if **you** regularly leave **your home unoccupied/unattended** at night.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance, require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with "Other Important Information – How to cancel this insurance" on page 5.

If **you** are in any doubt regarding the information being requested of **you**, please contact **your broker**.

REMEMBER - failure to notify **us** of changes may affect any claim **you** make.

### Renewal of this insurance

When **your** policy is due for renewal, **your broker** will contact **you** before the **period of insurance** ends with full details of **your** next year's premium and policy terms and conditions.

**We** may, with your prior agreement, offer to renew **your** policy automatically. This would mean **you** do not need to confirm **your** intention to renew before this policy ends.

Where **you** have stated that **you** wish to have automatic renewal for **your** policy and change **your** mind at a later date, please inform **your broker** who will update **your** renewal preference. If **your** policy is not renewed automatically all cover will cease after the renewal date unless a written instruction to renew has been received prior to the day of policy renewal.

Occasionally, **we** may not be able to offer to renew your policy. If this happens, **your broker** will contact you at least 21 days before the expiry of **your** policy to allow enough time for you to make alternative insurance arrangements.

## Other Important Information (continued)

### How to cancel this insurance

#### During the cooling off period

**You** may cancel this insurance within 14 days:

- of buying this insurance or
- of the day on which **you** receive the insurance documents,

whichever is later, by writing to **your broker**. **We** will provide a full refund of the premium paid unless **you** have made a claim on this insurance. **We** can decide not to refund any premium if **you** have made a claim or there has been an event that could result in a claim being made on this insurance.

#### After the cooling off period

If **you** cancel this insurance outside the cooling off period, provided **you** have not made a claim, or there has not been an event that could result in a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for the time for which **you** have been covered. If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

**We** may cancel this insurance where there is a valid reason by giving **you** 30 days' notice in writing. **We** will only do this for a valid reason. Examples of valid reasons are as follows:

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Failure to comply with **your** duties under "Important Information - **Your** Duties" on page 3;
- Failure to inform **us** of changes to information provided by **you** on **your** proposal form/statement of fact; and
- Failure to implement changes that have been requested by **us**.

Any refund of premium due to **you** will depend on how long this insurance has been in force. For example, if **you** have been covered for six months, the deduction for the time **you** have been covered will be half the annual premium.

#### Important Note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel this policy, sometimes back to its start date, and to keep any premiums paid.

### How to make a claim

**We** aim to provide a first class claims service. **Your** claim will be handled promptly and with due care and professionalism. **We** will also ensure **you** are kept informed of the progress of **your** claim.

In the event of a claim or possible claim under this insurance please contact **your broker** or the claims handler using the contact details shown in **your schedule**.

The procedures differ across the Sections of this policy in order to reflect the different types of claim **you** might have and services that **you** may need.



## Other Important Information (continued)

**We** have set out below how to find what **you** need to know to make a claim or use a service under the applicable Section of this policy.

### Sections One to Five

#### **Your duties:**

- 1) **You** must notify **your broker** or the claims handler as soon as reasonably possible giving full details of what has happened. **You** must however provide full details within thirty days. The contact details for reporting a claim are shown in **your schedule**.
- 2) **You** must supply any other information **we** may reasonably require, including proof of ownership and value, within thirty days.
- 3) **You** must inform the police as soon as reasonably possible following malicious acts, violent disorder, riots, civil commotion, theft, attempted theft or loss of property.
- 4) If a claim for liability is made against **you**, **you** must as soon as reasonably possible forward to **your broker** or the claims handler any letter, claim, writ, summons or other legal document **you** receive.
- 5) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties, **your** claim may not be paid.

#### **Defending claims**

**We** may:

- a) take full responsibility for dealing with, defending or settling any claim in **your** name; and
- b) take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Please note there are also claims conditions that apply to individual Sections of this policy, as detailed below:

- Conditions that only apply to Section One – **Buildings** on page 25
- Conditions that only apply to Section Two – **Contents** on page 33
- Conditions that only apply to Section Three – **Valuables, Antiques and Works of Art, Gold and Silver** on page 36
- Conditions that only apply to Section Four – Accidents to **Domestic Employees** on page 37
- Conditions that only apply to Section Five – Legal Liability to the Public on page 38

For details on how to make a claim in respect of Section Six – Family **Legal Expenses** and Section Seven – **Home Emergency**, please refer to the individual sections of the policy.

---

## Other Important Information (continued)

### **Section Six – Family Legal Expenses**

Your Family **Legal Expenses** cover provides:

- Access to several advice and assistance helplines.
- Insurance for legal costs for certain types of disputes.
- Access to the Consumer legal services website.

Please refer to the individual section for further details regarding these services.

### **Section Seven – Home Emergency**

Please telephone **0333 175 7939** (lines are open 24 hours a day, 365 days a year) as soon as possible, providing us with **your** name, address, postcode and the nature of the problem.

Please refer to the individual section for further details.



## Other Important Information (continued)

### Fraudulent claims clause

1) If **you** make a fraudulent claim under this insurance contract, **we**:

- a) are not liable to pay the claim; and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

2) If **we** exercise **our** right under clause (1)(c) above:

- a) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) **we** need not return any of the premiums paid.

### Fraudulent claims – group insurance

3) If this insurance contract provides cover for any person who is not a party to the contract (“a covered person”), and a fraudulent claim is made under the contract by or on behalf of a covered person, **we** may exercise the rights set out in clause (1) above as if there were an individual insurance contract between **us** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

## Other Important Information (continued)

### Complaints

#### How to make a complaint

**We** aim to provide a first class service. If **you** have any reason to complain about **your** insurance **policy**, or **us**, please refer to the complaints procedure below.

The first step is to contact:

Markham address: Markham Private Clients Limited, St. John's Innovation Centre, Cowley Road, Cambridge, CB4 0WS, **United Kingdom**

Tel no: +44 (0) 1223 200678  
Email: [Info@markhambrokers.com](mailto:Info@markhambrokers.com)  
Website: [www.markhambrokers.com](http://www.markhambrokers.com)

When **you** do this, please quote **your** insurance document number as it will help **us** to deal with **your** complaint promptly.

If **you** are not satisfied and wish to make a complaint, then **you** may contact:

Complaints Officer  
55 Blythswood Street  
Glasgow  
G2 7AT

Tel no: +44 (0) 141 285 3539  
Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

Details of Pen Underwritings complaints procedures are available at:  
<http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If **you** remain dissatisfied after **Pen Underwriting Limited** has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service:

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Tel no: 0800 0234 567 (for landline users, mobile users may be charged)  
Tel no: 0300 1239 123 (same rate as 01 or 02 numbers, on mobile phone tariffs)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This does not affect **your** right to take legal action if necessary.

#### Financial Services Compensation Scheme (FSCS)

As **we** are members of the Financial Services Compensation Scheme (FSCS), **you** may be entitled to compensation under the scheme if **we** are unable to meet **our** obligations under this contract. If **you** are entitled to compensation under the scheme, how much compensation **you** would receive would depend on the nature of this contract. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)

# Privacy Notice

## Your personal information notice:

### Who we are

**We** are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

### The basics

**We** collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

### Other people's details you provide to us

Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

### Want more details?

For more information about how **we** use **your** personal information please see **our** full privacy notice(s), which is/are available online on **our** website(s) or in other formats on request.

### Contacting us and your rights

**You** have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice(s), please contact us, or the agent or broker that arranged **your** insurance who will provide **you** with **our** contact details at:

Markham address: Markham Private Clients Limited, St. John's Innovation Centre, Cowley Road,  
Cambridge, CB4 0WS, **United Kingdom**  
Tel no: +44 (0) 1223 200678  
Email: [Info@markhambrokers.com](mailto:Info@markhambrokers.com)  
Website: [www.markhambrokers.com](http://www.markhambrokers.com)

To see the full Privacy Policy please visit [www.markhambrokers.com/privacy-policy/](http://www.markhambrokers.com/privacy-policy/)

## Other Important Information

### Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### Choice of Law and Jurisdiction

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this policy will be subject to the exclusive jurisdiction of the courts of England unless, at the commencement of the **period of insurance**, **you** are either:

- a) a resident of; or
- b) a **business** with its registered office or principal place of **business** is situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and this policy will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

### Language

The language of **your** policy and any communication throughout the duration of the **period of insurance** will be English.

### Sanctions

**We** shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### Taxes

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

### Our Regulator

This Insurance policy is underwritten by Aviva Insurance Limited. Aviva Insurance Limited is registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number 202153.

You can check these details with the Financial Conduct Authority either on their website at [www.fca.org.uk](http://www.fca.org.uk) or by calling them on 0800 111 6768. Details of each insurer's proportionate liability will be provided upon request

This insurance policy has been produced by **Pen Underwriting Limited** a Managing General Agent of the insurers. As Managing General Agent, **Pen Underwriting Limited** underwrites insurance and handles claims for you on behalf of the insurers. In providing insurance services, Pen will share your personal data with Aviva. For information on how Aviva use your personal data, please refer to Aviva's Privacy Policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy).

## Definitions

The following words will have the same meaning wherever they appear in this policy, other than in titles and paragraph headings, unless otherwise shown in a particular policy Section. To help identify these words they will appear in **bold** in this policy wording. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

<b>Additional rebuilding expenses</b>	Architects', surveyors', consulting engineers', land agents' fees and legal fees, the cost of removing debris and making the <b>buildings</b> safe; and costs <b>you</b> are responsible for to meet any government or local authority requirements following <b>damage</b> to the <b>buildings</b> which is covered under Section One – <b>Buildings</b> .
<b>Antiques and works of art</b>	Individual items, collections and sets of particular value due to their age, style, artistic merit or collectability including furniture, paintings, drawings, prints, etchings, manuscripts, photographs, objets d'art, china, glass, porcelain, sculptures inside and outside <b>your home</b> , rugs, tapestries, wine, clocks, barometers and all other collectable property owned by <b>you</b> or for which <b>you</b> are legally responsible and which is not <b>business</b> property.
<b>Buildings</b>	<p>The <b>home</b>, its' decorations and <b>tenant's improvements</b> including:</p> <p>fixtures and fittings attached to <b>your home</b> (including radio and television aerials, satellite dishes, their fittings and masts and solar panels attached to the building);</p> <ul style="list-style-type: none"> <li>• fixed water tanks, apparatus and pipes;</li> <li>• underground service pipes and cables, sewers, drains and septic tanks; and</li> <li>• permanently installed lighting, swimming pools, tennis courts, driveways, footpaths, patios and terraces, walls, gates, fences, hedges, fixed fuel tanks, professionally and permanently installed hot tubs and wind turbines used for domestic purposes only</li> </ul> <p>owned by <b>you</b> or for which <b>you</b> are legally responsible within the <b>premises</b>.</p>
<b>Business</b>	Any professional activity or non-manual <b>business</b> carried out at <b>your home</b> .
<b>Communicable Disease</b>	<p>Any disease, illness or condition which is caused by or can be transmitted by means of any substance or agent from any organism to another organism (human or otherwise) where:</p> <ol style="list-style-type: none"> <li>a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite, fungus or other organism, micro-organism or any variation or mutation thereof, whether deemed living or not, and</li> <li>b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.</li> <li>c) the disease, substance or agent can cause or threaten <b>damage</b> to human health or human welfare or can cause or threaten <b>damage</b> to, deterioration of, loss of value of, marketability of or loss of use of property.</li> </ol>
<b>Computer viruses</b>	Any instruction from an unauthorised source that spreads itself over a <b>computer system</b> or network and corrupts information.
<b>Computer System</b>	Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server,

cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other party.

## Contents

Household goods and personal possessions, which belong to **you** or for which **you** are legally responsible.

**Contents** includes:

- **money** and **credit cards**;
- deeds and registered bonds;
- radio and television aerials, satellite dishes, their fittings and masts which are attached to **your home**;
- fridge and freezer **contents**;
- **garden** furniture and items normally kept outdoors;
- guns;
- furs;
- **home office equipment**; and
- tenants' fixtures and fittings.
- pedal cycles including electric assisted pedal cycles with a maximum speed of 15.5mph and a maximum power output of 250 watts, electric scooters (e-scooters) with a maximum speed of 15.5mph

**Contents** does not include:

- motor vehicles (other than domestic **garden** machinery and quad bikes used within the **premises**, golf buggies, non-motorised trailers and mobility aids);
- caravans or their accessories;
- any living creature, pet or livestock;
- plants or trees;
- aircraft;
- watercraft (other than manually operated rowing boats, punts or canoes, stand up paddle boards, sailboards or dinghies including their accessories);
- operated rowing boats, punts or canoes, stand up paddle boards, sailboards or dinghies including their accessories);
- any part of the **buildings**; and
- any property held or used for **business** purposes other than **home office equipment**.

## Credit cards

Credit, charge, debit, cheque, bank, prepaid and cash dispenser cards.

**Credit cards** does not include:

- store cards and loyalty cards which cannot be used as a means to purchase goods and services and;
- **credit cards** used for or held for any trade, **business** or professional purposes.

## Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## Cyber Incident

- (i) Any error or omission or series of related errors or omissions Involving access to, processing of, use of or operation of any **Computer System**; or
- (ii) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any **Computer System**.

<b>Damage</b>	Physical <b>damage</b> to or destruction of property.
<b>Domestic employees</b>	Any person working for <b>you</b> in connection with domestic duties who is: <ul style="list-style-type: none"> <li>• Employed by <b>you</b> under a contract of service; or</li> <li>• Self-employed and working on a labour-only basis under <b>your</b> control or supervision.</li> </ul>
<b>Electronic Data</b>	Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a <b>Computer System</b> .
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Excess</b>	The first part of any claim which <b>you</b> must pay.
<b>Garden</b>	The ground next to <b>your home</b> and within the <b>premises</b> named in the <b>schedule</b> which is used only <ul style="list-style-type: none"> <li>• for growing flowers, plants, trees, shrubs, fruit and vegetables (but not as a <b>business</b>); and</li> <li>• as a place to relax and enjoy.</li> </ul> <p>The <b>garden</b> does not include</p> <ul style="list-style-type: none"> <li>• woods and paddocks.</li> </ul>
<b>Gold and silver</b>	<b>Gold and silver</b> and <b>gold and silver</b> plated items.
<b>Heave</b>	Upward and/or lateral movement of the site on which <b>your buildings</b> stand caused by the swelling of the ground.
<b>Home</b>	The private dwelling built of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
<b>Home office business</b>	Office work carried out in <b>your home</b> .
<b>Home office equipment</b>	Computer equipment, printers, office furniture, supplies, telecommunication equipment, stationery, books, records and documents used to conduct <b>business</b> from <b>your home</b> , owned by <b>your business</b> or for which <b>your business</b> is legally responsible.
<b>Incidental farming</b>	Farming carried out by <b>you</b> on a part time basis at the <b>premises</b> as long as any people <b>you</b> employ for this purpose do not work more than 2,000 hours between them during the <b>period of insurance</b> .
<b>Landslip</b>	Downward movement of sloping ground.
<b>Money</b>	All of the following held or used for private domestic purposes: <ul style="list-style-type: none"> <li>• Current legal tender, cheques, postal and <b>money</b> orders;</li> <li>• Postage stamps not forming part of a stamp collection;</li> <li>• Savings stamps and savings certificates, travellers' cheques;</li> <li>• Premium bonds and gift tokens; and</li> <li>• Travel tickets.</li> </ul>



<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Permanent physical injury</b>	<ul style="list-style-type: none"> <li>• Loss by physical separation of an arm or hand or a leg at or above the ankle;</li> <li>• Permanent loss of use of a complete arm, foot or leg; or</li> <li>• Loss of sight resulting in the injured person being eligible for certification as registered blind;</li> </ul> occurring during the <b>period of insurance</b> .
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , details of the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the <b>Sections</b> of this insurance and any <b>endorsements</b> which apply.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates or tiles.
<b>Subsidence</b>	Downward movement of the site on which <b>your buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves.
<b>Tenants Improvements</b>	Alterations and decorations, which have been made by <b>you</b> or a previous occupier which are not insured under any other insurance.
<b>Terrorism</b>	Any act(s) including but not limited to: <ul style="list-style-type: none"> <li>• the causing, occasioning or threatening or harm of whatever nature and by whatever means; and</li> <li>• putting the public or any section of the public in fear in circumstances in which it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological or similar nature.</li> </ul>
<b>United Kingdom</b>	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Unoccupied</b>	If at the time of the loss or <b>damage</b> the <b>premises</b> have not been lived in for 60 consecutive days or are not sufficiently furnished for normal living purposes.
<b>Valuables</b>	<ul style="list-style-type: none"> <li>• Jewellery including unset precious or semi-precious stones; and</li> <li>• Watches</li> </ul>
<b>We, us or our</b>	Pen Underwriting Limited
<b>You/your</b>	The person or people named in the <b>schedule</b> as the Insured and all permanent members of <b>your home</b> (including resident <b>domestic employees</b> and those in full-time education).
<b>Your broker</b>	The person, people or company who arranged this is insurance for <b>you</b> .

## General exclusions

### a) Building Works

**We** will not pay for loss, **damage** or liability caused by building works over £100,000 in value that take place at **your home**, unless **you** notify **us** at least 30 days before the building works begin.

If **you** enter into an agreement with a contractor which needs specific or joint insurance, regardless of the cost of the building works, **you** must tell **us** at least 30 days before the building works begin.

Failure to notify **us** may result in any claim **you** make in relation to loss, **damage** or liability caused by the building works not being covered.

### b) Biological, chemical, radioactive or nuclear contamination

**We** will not pay for loss, **damage** or additional expense arising from:

- i. ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; and
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

**We** will not pay for loss, **damage** or additional expense caused by or contributed to by biological or chemical contamination due to or arising from:

- a) **terrorism**; and
- b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.

### d) Existing, deliberate and indirect damage

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

- i. occurring before or arising from an event before the beginning of the **period of insurance**;
- ii. caused deliberately by **you** or any person acting on **your** behalf, unless the loss or **damage** was caused by a **domestic employee**; or
- iii. not directly caused by the event that caused **you** to claim unless expressly stated in this insurance.

### e) War

**We** will not pay for any loss, **damage** or liability caused by or happening through war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or **damage** to property by or under the order of any government or public or local authority.

### f) Pollution

**We** will not pay for pollution or contamination by naturally occurring or man-made substances, forces or organisms, or any combination of them, whether permanently or transitory and however occurring. This exclusion does not apply to:

- i. a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the **period of insurance**; or
- ii. oil escaping from a domestic oil installation at the **premises** or any neighbouring property, provided that **we** are advised as soon as reasonably possible following **your** becoming aware, or when **you** ought to have become aware, of such leakage.

### g) CYBER AND DATA

**We** will not pay for any loss, **damage**, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- (a) **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
- (b) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Electronic Data**, including any amount pertaining to the value of such **Electronic Data**;

- (c) loss of, alteration of, or **damage** to or a reduction in the functionality, availability or operation of a **Computer System**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Accidents to **Domestic Employees** and Legal Liability to the Public:

In respect of the Accidents to **Domestic Employees** and **Legal Liability** to the Public sections of this policy (where applicable) and subject to all the terms, conditions, limitations and exclusions of this policy or any **endorsement** thereto, paragraph (a) above shall not apply in respect of liability for

- (i) any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease);
- (ii) any ensuing physical **damage** to third party property.
- (iii) any ensuing bodily injury to a **Domestic Employee**;

arising out of a **Cyber Incident** or a **Cyber Act** and provided that nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing, or remediating a **Cyber Incident** or a **Cyber Act**.

**h) DISEASE EXCLUSION**

***Not applicable to Section Four – Accidents to Domestic Employees.***

**We** will not pay in respect of any loss (including **business** interruption loss, loss of value and loss of use), **Damage**, claim, liability, cost or expense of whatsoever nature, directly or indirectly caused by or in any way contributed to by, resulting from, arising out of, or in connection with:

- 1) any **Communicable Disease**
- 2) any fear or threat (whether actual or perceived) of any **Communicable Disease**
- 3) any advice given or action taken (whether or not by a competent authority) in controlling, preventing, or suppressing the occurrence, outbreak, spread or effects of any **Communicable Disease**
- 4) the cleaning, disinfecting, decontaminating, repair, replacement, recall, inspecting, testing and checking of property which is or is feared to have been affected by any **Communicable Disease**

## General conditions

These are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** policy may not be valid.

### a) Building Works

**You** must tell **your broker** at least 30 days before **you** start any building works over £100,000 in value.

When **we** receive this notice **we** have the option to change the conditions of this insurance.

If **you** enter into an agreement with a contractor which needs specific or joint insurance, regardless of the cost of the building works, **you** must tell **us** at least 30 days before the building works begin.

Failure to notify **us** may result in any claim **you** make in relation to loss, **damage** or liability caused by the building works not being covered.

### b) Policy Coverage

**We** will treat each **home** included under this insurance as if separately insured.

### c) Index-linking

Each month **we** will link the sums insured in Section One (**buildings**) and Section Two (**contents**) to the relevant indexes below.

Section One (**buildings**)      The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors or a similar index **we** have appropriately chosen

Section Two (**contents**)      The Consumer Durables Section of the General Index of Retail Prices or a similar index **we** have appropriately chosen.

**We** will not charge **you** any extra premium for any monthly increase. However, whenever **you** renew this insurance, **we** will work out the premium using the new sums insured. For **your** protection, if the index falls below zero, **we** will not reduce the sums insured.

### d) Other insurance

**We** will not pay any claim if any loss, **damage** or liability covered under this insurance is also covered wholly or in part under any other insurance, except in respect of any amount beyond the limits which would have been covered under any such insurance had this insurance not been effected.

This clause does not apply to Section Two H – Fatal Injury *on page 30*.

### e) Excess

Unless otherwise stated in **your schedule**, the following **excesses** apply for each and every loss.

<u>Section</u>	<u>Applicable excess</u>
Section One - <b>Buildings</b>	£1,000 in respect of <b>subsidence, landslip or heave</b> ; Nil in respect of lock replacement; £250 in respect of all other claims
Section Two – <b>Contents</b>	Nil in respect of lock replacement, fatal injury, hole in one cover or freezer <b>contents</b> ; £250 in respect of all other claims
Section Three – <b>Valuables, Antiques and Works of Art, Gold and Silver</b>	Nil
Section Four – Accidents to <b>Domestic Employees</b>	Nil
Section Five – Legal Liability to the Public	Nil
Section Six – Legal Expenses	Insured Event C) Property: £250 in respect of nuisance and trespass claims All other sections: Nil
Section Seven – <b>Home Emergency</b>	Nil

---

## General conditions (continued)

### f) Excess Waiver

If a claim is more than £10,000, **we** will not take off any **excess** unless **you** have chosen a voluntary **excess** or **we** have applied a compulsory **excess** as shown in **your schedule**. If **you** claim for the same event under more than one Section, **we** will only deduct one **excess** and this will be the highest applicable **excess**.

## Section One – Buildings

Covering **your home** and **tenant's improvements** as defined in this policy.

Please read **your schedule** to see if this section applies.

What is covered	What is not covered
This insurance covers the <b>buildings</b> for loss or <b>damage</b> .	<p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>a) Loss or <b>damage</b> directly or indirectly caused by or arising from: <ul style="list-style-type: none"> <li>i. warping, shrinking or normal settlement or collapse;</li> <li>ii. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould, or anything which happens gradually;</li> <li>iii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;</li> <li>iv. dryness, dampness, extremes of temperature or exposure to light;</li> <li>v. chewing, scratching, tearing or fouling by <b>your</b> domestic pets. However, this exclusion shall not apply if the total amount of all such claims during the <b>period of insurance</b> is less than £7,500;</li> <li>vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the <b>premises</b>.</li> </ul> </li> <li>b) Loss or <b>damage</b> to gates, fences and hedges caused by storm, flood or weight of snow.</li> <li>c) The cost of general maintenance, electrical or mechanical faults or breakdown.</li> <li>d) Loss or <b>damage</b> caused by frost other than to fixed water tanks, apparatus or pipes.</li> <li>e) Loss or <b>damage</b> while the <b>buildings</b> are <b>unoccupied</b> unless the loss or <b>damage</b> is caused by: <ul style="list-style-type: none"> <li>i. fire, lightning, explosion or earthquake;</li> <li>ii. aircraft and other flying devices or items dropped from them;</li> <li>iii. storm, flood or weight of snow;</li> <li>iv. collision by any vehicle or animal;</li> <li>v. <b>subsidence, heave or landslip</b>.</li> </ul> </li> </ul>

## Section One – Buildings (continued)

What is covered	What is not covered
	<p>f) Loss or <b>damage</b> caused by <b>subsidence, heave or landslip</b>:</p> <ul style="list-style-type: none"> <li>i. to domestic fixed fuel tanks, swimming pools, tennis courts, driveways, patios, terraces, walls, gates, fences, hedges, footpaths, bridges, culverts, permanently installed hot tubs and wind turbines unless the private dwelling is also affected at the same time by the same event;</li> <li>ii. to solid floors, unless the walls of the private dwelling are <b>damaged</b> at the same time by the same event;</li> <li>iii. if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract or guarantee or by law;</li> <li>iv. due to faulty design, faulty workmanship or faulty materials; or</li> <li>v. as a result of the coast or riverbank wearing away.</li> </ul> <p>g) Loss or <b>damage</b> caused by frost to permanently installed hot tubs.</p> <p>h) Loss or <b>damage</b> where <b>you</b> sign an agreement with a contractor which needs specific or joint insurance without getting <b>our</b> agreement first.</p>

This section of the insurance also covers	We will not pay
<p><b>A) Alternative Accommodation and Rent</b></p> <ul style="list-style-type: none"> <li>a. Loss of rent due to <b>you</b> and ground rent payable to <b>you</b> which <b>you</b> cannot recover; and</li> <li>b. The extra costs of using other accommodation, for <b>you</b> and <b>your</b> domestic pets, as similar to <b>your</b> existing accommodation as possible which <b>you</b> have to pay while the <b>buildings</b> cannot be lived in following loss or <b>damage</b> that is covered under Section One.</li> </ul>	<ul style="list-style-type: none"> <li>a) For loss of rent for more than 60 months;</li> <li>b) For the extra costs of other accommodation for more than 60 months. If <b>you</b> claim for costs of other accommodation under Sections One and Two, <b>we</b> will not pay for costs of other accommodation for a period of more than 60 months in total.</li> </ul>
<p><b>B) Compulsory Evacuation</b></p> <p>The extra costs for up to 60 days of other accommodation for <b>you</b> and <b>your</b> domestic pets, as similar to <b>your</b> existing accommodation as possible, due to a local or police authority preventing <b>you</b> from living in <b>your home</b> because of loss or <b>damage</b> to a neighbouring property.</p>	



## Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
<b>C) Trace and Access</b> <p>The cost of finding the source of any water or oil which has escaped from any fixed tanks, apparatus, pipes or any fixed domestic heating installation within the boundary of <b>your home</b> for which <b>you</b> are legally responsible.</p>	<p>More than the sum insured during the <b>period of insurance</b>.</p>
<b>D) Loss of Domestic oil</b> <p>Up to £20,000 during the <b>period of insurance</b> for accidental loss of domestic heating oil.</p>	<p>More than £20,000 in total if <b>you</b> claim under Sections One and Two.</p>
<b>E) Increased Metered Water Charges</b> <p>Up to £50,000 during the <b>period of insurance</b>, for increased metered water charges <b>you</b> have to pay after water escapes which gives rise to a claim <b>we</b> accept under Section One.</p>	<p>More than £50,000 in total during the <b>period of insurance</b> if <b>you</b> claim for loss under Sections One and Two.</p>
<b>F) Garden Cover</b> <p>Costs <b>you</b> have to pay to restore <b>your garden</b> following loss or <b>damage</b> by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or <b>damage</b> caused by people acting maliciously or the emergency services.</p>	<p>a) For more than £2,500 for any one plant, tree or shrub;  b) For more than 10% of the <b>buildings</b> sum insured during the <b>period of insurance</b>.</p>
<b>G) Selling Your Home</b> <p>Anyone buying <b>your home</b> will have the benefit of the protection provided under Section One between exchange of contracts and when the sale is completed.</p>	<p>If the <b>buildings</b> are insured under any other insurance.</p>
<b>H) Additional Fees and Costs</b> <p>Expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for <b>additional rebuilding expenses</b> following loss or <b>damage</b> to the <b>buildings</b> which is covered under Section One.</p>	<p>a) For any expenses for preparing a claim or an estimate of loss or <b>damage</b>; or  b) For any costs if government or local authority requirements had been served on <b>you</b> before the loss or <b>damage</b>.</p>
<b>I) New Fixtures and Fittings</b> <p>Up to 25% of the <b>buildings</b> sum insured in any one <b>period of insurance</b> for loss or <b>damage</b> to new fixtures and fittings, fitted furniture and fitted appliances within <b>your home</b> which are waiting to be installed, as long as <b>you</b> notify <b>us</b> within 30 days of delivery.</p>	<p>a) For any loss or <b>damage</b> caused while installing the fixtures and fittings; or  b) For items left in the open.</p>

## Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
<b>J) Unfixed Building Materials</b> Up to £50,000 in any one <b>period of insurance</b> for loss or <b>damage</b> to unfixed building materials and supplies owned by <b>you</b> and kept within <b>your home</b> for use in the construction, maintenance or alteration of <b>your home</b> .	a) For any loss or <b>damage</b> caused while installing the unfixed building materials; or b) For items left in the open.
<b>K) Replacement Locks</b> Costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors and windows in <b>your home</b> following theft or loss of keys.	
<b>L) Security Upgrade</b> Up to £25,000 in any one <b>period of insurance</b> towards the cost of upgrading <b>your</b> alarm and security systems following a physical criminal assault on <b>you</b> at <b>your home</b> .	a) For any cost unless <b>you</b> obtain <b>our</b> agreement first; b) Following any domestic dispute; c) More than £25,000 in total if <b>you</b> claim under Sections One and Two.
<b>M) Counselling Fees</b> Up to £5,000 during the <b>period of insurance</b> for professional counselling fees following a physical criminal assault on <b>you</b> at <b>your home</b> .	a) For any cost unless <b>you</b> obtain <b>our</b> agreement first; b) Following any domestic dispute; c) More than £5,000 in total if <b>you</b> claim under Sections One and Two.
<b>N) Essential Alterations</b> Up to £50,000 during the <b>period of insurance</b> towards essential alterations to <b>your home</b> if <b>you</b> sustain a <b>permanent physical injury</b> as a direct result of a sudden, identified, unexpected and unforeseen accident.	a) For any cost unless <b>you</b> obtain <b>our</b> agreement first; b) For <b>your domestic employees</b> ; c) If such <b>permanent physical injury</b> has been self-inflicted; d) More than £50,000 in total if <b>you</b> claim under Sections One and Two.
<b>O) Temporary Removal of Permanent Fixtures</b> Up to 10% of the <b>buildings</b> sum insured following loss or <b>damage</b> that is covered under Section One in any one <b>period of insurance</b> to permanent fixtures removed from the <b>buildings</b> for up to 60 days for repair, restoration or safekeeping.	For loss or <b>damage</b> of any item of fixtures being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.
<b>P) Medical Emergency</b> Up to £5,000 towards the cost of repairing <b>your home</b> as a result of loss or <b>damage</b> following forcible entry to <b>your home</b> to attend a medical emergency.	

## Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
<p><b>Q) Extended Replacement Cost</b></p> <p>Where <b>you</b> have a professional valuation for <b>your home</b>, completed within the last 5 years, that <b>we</b> have seen and approved and the sums insured reflect this, taking into consideration an amount for index-linking, <b>we</b> will pay for the cost of rebuilding or repairing <b>damage</b> that is covered under this insurance.</p>	<p>a) Unless <b>you</b> tell <b>us</b> about any additions, alterations or improvements <b>you</b> have made since the valuation was carried out and <b>you</b> have amended the sum insured to take into account any such additions, alterations or improvements;</p> <p>b) If <b>your home</b> is grade I or grade A listed.</p>
<p><b>R) Similar Property Purchase</b></p> <p>In the event the <b>buildings</b> of <b>your home</b> are <b>damaged</b> beyond economical repair, and permission to rebuild is refused by <b>your</b> local authority, <b>we</b> agree to pay up to 125% of the rebuilding cost of <b>your home</b> to help <b>you</b> purchase a similar property in the same area.</p>	<p>Unless the sum insured corresponds with a professional valuation, completed within the last 5 years that <b>we</b> have seen and approved.</p>
<p><b>S) Domestic Utility Expenses</b></p> <p>Following loss or <b>damage</b> to the solar panels attached to <b>your home</b> or wind turbines at <b>your premises</b>, <b>we</b> will pay <b>you</b> for the loss of income which would have been payable to <b>you</b> from <b>your</b> energy supplier had the loss or <b>damage</b> not occurred.</p>	<p>For more than 60 days.</p>
<p><b>T) Environmental Upgrades</b></p> <p>If, following a claim under this Section, <b>you</b> decide to install a solar, wind or geothermal power generating system to <b>your home</b>, <b>we</b> will pay towards the cost of installing such a system.</p> <p>The most <b>we</b> will pay during the <b>period of insurance</b> is £5,000 or 10% of the insured cost of repairs to the <b>damaged</b> property, whichever is the lesser.</p>	<p>a) Unless the heating system at <b>your home</b> is <b>damaged</b> and such <b>damage</b> is part of the loss or <b>damage</b> <b>we</b> have agreed to pay under this Section;</p> <p>b) Unless the covered loss <b>we</b> have agreed to pay is more than £10,000;</p> <p>c) If, at the time of the loss, there is already a solar, wind or geothermal power generating system in operation at <b>your home</b>.</p>
<p><b>U) Fly Tipping</b></p> <p>Up to £50,000 during the <b>period of insurance</b> to cover the reasonable and necessary costs incurred by <b>you</b> in removing rubbish and waste material which has been deposited on land at <b>your premises</b> without <b>your</b> permission.</p>	
<p><b>V) Home Upgrades</b></p> <p>If <b>we</b> have agreed <b>your</b> claim for loss or <b>damage</b> caused by escape of water or flood, <b>we</b> will contribute towards the cost of improvements intended to lessen or prevent a future occurrence of the same type.</p> <p>The most <b>we</b> will pay during the <b>period of insurance</b> is £5,000 or 10% of the insured cost of repairs to the <b>damaged</b> property, whichever is the lesser.</p>	<p>Unless the covered loss <b>we</b> have agreed to pay is more than £10,000.</p>

## Section One – Buildings (continued)

These are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** policy may not be valid.

### Conditions that only apply to Section One – Buildings

#### How we deal with your claim

- 1) If **your** claim for loss or **damage** is covered under Section One, **we** will pay the full cost of the repair, less any **excess** applicable, so long as:
  - the **buildings** were in a good state of repair immediately before the loss or **damage**; and
  - the **damage** has been repaired or loss has been reinstated.

**We** will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or **damage** the **buildings** were not in a good state of repair.

- 2) If a loss is paid under sub heading R of this Section, **you** will assign all title to the **premises** to **us** and pay **us** all monies **you** may receive as salvage.
- 3) **We** will not reduce the sum insured under Section One after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or **damage**.

### Limitations that apply to Section One – Buildings

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver on pages 17 and 18**.
- 2) **We** will not pay more than the sums insured for each **premises** shown in the **schedule** other than in accordance with sub headings Q and R *on page 23*.

## Section Two – Contents

Covering the **contents** of **your home** as defined in this policy.

Please read **your schedule** to see if this section applies

What is covered	What is not covered
<p>This insurance covers the <b>contents</b> for loss or <b>damage</b> while at <b>your home</b> and while they are temporarily away from <b>your home</b> anywhere in the <b>world</b>.</p>	<p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>a) Loss or <b>damage</b> directly or indirectly caused by or arising from: <ul style="list-style-type: none"> <li>i. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry</li> <li>rot, mould or frost or anything which happens gradually;</li> <li>ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;</li> <li>iii. dryness, dampness, extremes of temperature or exposure to light;</li> <li>iv. chewing, scratching, tearing or fouling by <b>your</b> domestic pets. However, this exclusion shall not apply if the total amount of all such claims during the <b>period of insurance</b> is less than £7,500;</li> <li>v. dyeing, cleaning, repairing, renovating, restoration; or</li> <li>vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the <b>premises</b>.</li> </ul> </li> <li>b) The cost of general maintenance or routine redecoration.</li> <li>c) Loss or <b>damage</b> caused by mechanical or electrical faults or breakdown.</li> <li>d) Loss or <b>damage</b> to property in the open caused by storm, flood or weight of snow.</li> <li>e) Loss or <b>damage</b> to freezer <b>contents</b> resulting from the failure of <b>your</b> gas or electricity supply caused by strike or any other industrial action.</li> <li>f) Loss or <b>damage</b> to any item being transported, unless it is suitably packed and secured, given the nature of the item and how it is transported.</li> <li>g) Loss or <b>damage</b> caused by <b>subsidence, heave or landslip</b>; <ul style="list-style-type: none"> <li>i. as a result of the coast or riverbank wearing away;</li> <li>ii. if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law; or</li> <li>iii. due to faulty design, faulty workmanship or faulty materials.</li> </ul> </li> </ul>

## Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
<b>A) Glass and Sanitary Ware</b> Accidental breakage of: a. fixed glass and double glazing; and b. <b>sanitary ware</b> forming part of the <b>buildings</b> which <b>you</b> are legally responsible for as a tenant and do not have other insurance for.	
<b>B) Loss of Rent</b> Rent <b>you</b> have to pay as occupier if the <b>buildings</b> cannot be lived in following loss or <b>damage</b> that is covered under Section Two.	Rent for more than 60 months.
<b>C) Alternative Accommodation</b> The extra costs of using other accommodation, for <b>you</b> and <b>your</b> domestic pets, as similar to <b>your</b> existing accommodation as possible, which <b>you</b> have to pay for if the <b>buildings</b> cannot be lived in following loss or <b>damage</b> that is covered under Section Two.	For the extra costs of other accommodation for more than 60 months. If <b>you</b> claim for costs of other accommodation under Sections One and Two, <b>we</b> will not pay for costs of other accommodation for a period of more than 60 months in total.
<b>D) Home Office Business</b> <b>You</b> for <b>your</b> increased cost of carrying on <b>your home office business</b> caused only and directly by the following: a. Loss or <b>damage</b> to <b>your buildings</b> or <b>home office equipment</b> which is covered under this insurance; or b. accidental failure in the supply of gas, water, electricity or telephone service to <b>your home</b> for more than 72 consecutive hours during the <b>period of insurance</b> . Cover will start from the date on which the loss or <b>damage</b> happens or the service interruption starts. It will continue until <b>you</b> are able to start work at <b>your home</b> again but for no longer than 12 months. The amount <b>we</b> pay will be the extra necessary and reasonable costs <b>you</b> have to pay to continue <b>your home office business</b> , less any savings which result from the reduced costs and expenses during the time <b>your</b> work is interrupted.	a) For any amount over £50,000; or b) For any increased cost of carrying on <b>your home office business</b> directly or indirectly caused by or resulting from an act of <b>terrorism</b> .

## 1 Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
<b>E) Tenant's Liability</b> <b>Your</b> legal responsibility as a tenant for loss of or <b>damage</b> to the <b>buildings</b> caused by loss or <b>damage</b> that is covered under Section Two.	a) For any amount over £1,000,000; b) For loss or <b>damage</b> caused by fire, lightning or explosion to the <b>buildings</b> other than to the landlords' fixtures and fittings; c) For loss or <b>damage</b> arising from <b>subsidence, heave or landslip</b> .
<b>F) New Acquisitions - Gifts</b> Up to £50,000 during the <b>period of insurance</b> for wedding, anniversary, birthday, religious or other celebration gifts bought by <b>you</b> but not yet given (or which have been bought for <b>you</b> ).	For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere under Section Two.
<b>G) New Acquisitions</b> Up to 25% of the <b>contents</b> sum insured for new items <b>you</b> have bought but which <b>you</b> have not told <b>us</b> about yet.	a) For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere under Section Two; b) After 90 days of buying the item if <b>you</b> have not told <b>us</b> about doing so.
<b>H) Fatal Injury</b> Fatal injury to <b>you</b> caused by fire or assault at the <b>premises</b> or assault elsewhere within the <b>United Kingdom</b> provided that death ensues within 12 months of injury. <b>We</b> will pay a) £125,000 for each insured person over 16 years; and b) £5,000 for each person under 16 years at the time of their death.	
<b>I) Replacement Locks</b> Costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors and windows in <b>your home</b> following theft or loss of keys.	
<b>J) Increased Metered Water Charges</b> Up to £50,000 during the <b>period of insurance</b> for increased metered water charges <b>you</b> have to pay after water escapes which gives rise to a claim <b>we</b> accept under Section Two.	If <b>you</b> claim for loss under Sections One and Two, more than £50,000 in total during the <b>period of insurance</b> .

2



## Section Two – Contents (continued)

<p><b>K) Loss of Domestic Oil</b></p> <p>Up to £20,000 during the <b>period of insurance</b> for accidental loss of domestic heating oil.</p>	<p>More than £20,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>L) Contents of Guests</b></p> <p>Personal property of guests up to £5,000 for each person and personal property of <b>domestic employees</b> (who do not live in any of the <b>homes</b> listed in <b>your schedule</b>) up to £2,500 for each person.</p>	<p>a) For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy;</p> <p>b) For loss or <b>damage</b> to their <b>money, valuables or credit cards</b>;</p> <p>c) If there is any other insurance in place;</p> <p>d) For loss or <b>damage</b> which occurs away from the <b>premises</b>;</p> <p>e) More than £750 for any one item.</p>
<p><b>M) Marquees</b></p> <p>Up to £50,000 for loss or <b>damage</b> to marquees and associated equipment, which are being temporarily loaned or hired to <b>you</b> and for which <b>you</b> are responsible, while at the <b>premises</b>.</p>	<p>a) If <b>you</b> fail to keep to manufacturers or owners written instructions;</p> <p>b) For loss or <b>damage</b> during erection or dismantling;</p> <p>c) If cover is provided under any other insurance.</p>
<p><b>N) Family in Residential Care</b></p> <p>Up to £15,000 for loss or <b>damage</b> to the belongings of <b>your</b> parents or grandparents who are living in a residential nursing or care <b>home</b>.</p>	<p>a) More than £2,500 for any one event of loss or <b>damage</b> for <b>valuables or gold and silver</b> items;</p> <p>b) For <b>money and credit cards</b>;</p> <p>c) For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy.</p>
<p><b>O) Hole In One</b></p> <p>Up to £1,000:</p> <p>a) towards expenses <b>you</b> incur; or</p> <p>b) to a charity of <b>your</b> choice</p> <p>in the event of a hole in one being achieved by <b>you</b> during an official golf competition provided that the certified scorecard and certificate are submitted to <b>us</b> at the time of making a claim.</p>	<p>More than £1,000 during the <b>period of insurance</b>.</p>
<p><b>Q) Security Upgrade</b></p> <p>Up to £25,000 in any one <b>period of insurance</b> towards the cost of upgrading <b>your</b> alarm and security systems following a physical criminal assault on <b>you</b> at <b>your home</b>.</p>	<p>a) For any cost unless <b>you</b> obtain <b>our</b> agreement first;</p> <p>b) Following any domestic dispute;</p> <p>c) More than £25,000 in total if <b>you</b> claim under Sections One and Two.</p>

## Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
<b>R) Counselling Fees</b> Up to £5,000 during the <b>period of insurance</b> for professional counselling fees following a physical criminal assault on <b>you</b> at <b>your home</b> .	a) For any cost unless <b>you</b> obtain <b>our</b> agreement first; b) Following any domestic dispute; c) More than £5,000 in total if <b>you</b> claim under Sections One and Two.
<b>S) Essential Alterations</b> Up to £50,000 during the <b>period of insurance</b> towards essential alterations to <b>your home</b> if <b>you</b> sustain a <b>permanent physical injury</b> as a direct result of a sudden, identified, unexpected and unforeseen accident.	a) For any cost unless <b>you</b> obtain <b>our</b> agreement first; b) For <b>your domestic employees</b> ; c) If such <b>permanent physical injury</b> has been self inflicted; d) More than £50,000 in total if <b>you</b> claim under Sections One and Two.
<b>T) Home Upgrades</b> If <b>we</b> have agreed <b>your</b> claim for loss or <b>damage</b> caused by escape of water or flood, <b>we</b> will contribute towards the cost of improvements intended to lessen or prevent a future occurrence of the same type. The most <b>we</b> will pay during the <b>period of insurance</b> is £5,000 or 10% of the insured cost of repairs to the <b>damaged</b> property, whichever is the lesser.	Unless the covered loss <b>we</b> have agreed to pay is more than £10,000.

## Section Two – Contents (continued)

Limits for certain contents	
We will pay up to:	Special conditions or exceptions
<b>A) Outdoor Items</b> £50,000 or 10% of the <b>contents</b> sum insured, whichever is the greater, for <b>garden</b> furniture, permanently fixed statues and ornaments and other similar items which are normally kept outdoors.	This limit does not apply to radio and television aerials, satellite dishes, their fittings and masts which are attached to <b>your home</b> .
<b>B) Deeds and Registered Bonds</b> £20,000 for deeds, registered bonds and other personal documents.	
<b>C) Stamps and Coins</b> £10,000 in total for stamps or coins forming part of a collection, unless specified in <b>your schedule</b> .	
<b>D) Gold and Silver</b> £25,000 in total for <b>gold and silver</b> unless specified in <b>your schedule</b> , where all items with an individual value of more than £30,000 must be specified in the <b>schedule</b> under Section Three.	
<b>E) Valuables</b> £25,000 in total for <b>valuables</b> unless specified in <b>your schedule</b> , where all items with an individual value of more than £30,000 must be specified in the <b>schedule</b> under Section Three.	
<b>F) Antiques and Works of Art</b> £50,000 in total for <b>antiques and works of art</b> unless specified in <b>your schedule</b> , where all items with an individual value of more than £30,000 must be specified in the <b>schedule</b> under Section Three.	
<b>G) Domestic Machinery</b> £25,000 in total for domestic <b>garden</b> machinery and quad bikes used within the <b>premises</b> , golf buggies, non-motorised trailers and mobility aids.	Cover for loss or <b>damage</b> by theft, attempted theft and/or malicious <b>damage</b> applies only if these items are kept in a locked building when not in use.
<b>H) Watercraft</b> £15,000 in total for manually operated rowing boats, punts, canoes, stand up paddle boards, sailboards or dinghies, including their accessories.	

## Section Two – Contents (continued)

Limits for certain contents	
We will pay up to:	Special conditions or exceptions
<b>I) Computer Software and Digital Media</b> £15,000 in total for the cost of replacing <b>your</b> computer software and personal digital media, including music and film, that <b>you</b> have previously legally downloaded to <b>your</b> computer or multimedia device (s) following loss or <b>damage</b> covered by this insurance.	
<b>J) Money</b> £10,000 in total for <b>money</b> .	
<b>K) Credit Cards</b> £35,000 for <b>credit cards</b> .	<b>We</b> will only pay amounts <b>you</b> legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. <b>You</b> must comply with the terms and conditions under which the <b>credit cards</b> were issued.

## Section Two – Contents (continued)

These are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** policy may not be valid.

### Conditions that only apply to Section Two – Contents

#### How we deal with your claim

- 1) If **you** claim for loss or **damage** to the **contents**, **we** will repair, replace or pay for any item covered under Section Two.
- 2) Where **you** have a professional valuation, carried out within the last five years, which has been approved by **us** and the sums insured reflect this, taking into consideration an amount for index linking, **we** will pay the cost of replacement or repair for **damage** up to 150% of the sum insured mentioned within the valuation.
- 3) **We** will not reduce the sum insured under Section Two after **we** have paid a claim as long as **you** agree to carry out **our** reasonable recommendations to prevent further loss or **damage**.

#### Limitations that apply to Section Two – Contents

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver on pages 17 and 18**.
- 2) **We** will not pay any more than the sum insured for each **premises** shown in the **schedule** other than in accordance with Condition 2 above.

## Section Three – Valuables, Antiques and Works of Art, Gold and Silver

Please read **your schedule** to see if this section applies.

What is covered	What is not covered
This insurance covers the <b>Valuables, Antiques and Works of Art, Gold and Silver</b> for loss or <b>damage</b> while at <b>your home</b> and while they are temporarily away from <b>your home</b> anywhere in the world.	<p><b>We will not pay for:</b></p> <ul style="list-style-type: none"> <li>a) Loss or <b>damage</b> directly or indirectly caused by or arising from: <ul style="list-style-type: none"> <li>i. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;</li> <li>ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;</li> <li>iii. dryness, dampness, extremes of temperature or exposure to light;</li> <li>iv. chewing, scratching, tearing or fouling by <b>your</b> domestic pets. However, this exclusion shall not apply if the total amount of all such claims during the <b>period of insurance</b> is less than £7,500;</li> <li>v. dyeing, cleaning, repairing, renovating, restoration or being worked on; or</li> <li>vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the <b>premises</b>.</li> </ul> </li> <li>b) Loss or <b>damage</b> caused by mechanical or electrical faults or breakdown.</li> <li>c) Loss or <b>damage</b> to any item being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.</li> <li>d) More than £30,000 in respect of any one item of <b>valuables, antiques, works of art, gold and silver</b> unless otherwise stated in the <b>schedule</b>.</li> </ul>

This section of the insurance also covers	We will not pay
<p><b>A) New Acquisitions</b></p> <p><b>We</b> will cover new items <b>you</b> have bought but which <b>you</b> have not told <b>us</b> about yet.</p>	<ul style="list-style-type: none"> <li>a) For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere under Section Three;</li> <li>b) More than 25% of the sum insured or £50,000, whichever is greater under this Section for <b>valuables, antiques and works of art, gold and silver</b>;</li> <li>c) After 90 days of purchase if <b>you</b> have not told <b>us</b> <b>you</b> have bought the item.</li> </ul>

## Section Three – Valuables, Antiques and Works of Art, Gold and Silver (continued)

This section of the insurance also covers	We will not pay
<b>B) Death of an Artist</b>  <b>We</b> will automatically increase the insured value of any item listed in the specification for <b>works of art</b> by up to 200% if the artist dies during the <b>period of insurance</b> . <b>We</b> will only do this for the 6 months immediately following the death of that artist.	a) More than £100,000 in total during any one <b>period of insurance</b> ; b) If <b>you</b> are unable to provide a professional valuation or purchase receipt and proof of increased value which is less than five years old at the time of any loss or <b>damage</b> .
<b>C) Defective Title</b>  <b>If</b> , during the <b>period of insurance</b> , someone claims that any item listed in the specification for <b>antiques and works of art</b> is not rightfully <b>yours</b> and <b>you</b> are legally obliged to return the item to its rightful owner because it is proved that <b>you</b> do not have good title to it, <b>we</b> will pay <b>you</b> the amount <b>you</b> paid for it or the value shown in the specification if this is less.	a) More than £100,000 in total during any one <b>period of insurance</b> ; b) Unless <b>you</b> prove that <b>you</b> made enquiries about where the item came from before <b>you</b> bought it; c) Unless <b>you</b> bought the item during the period that the <b>antiques and works of art</b> have been insured with <b>us</b> ; d) Unless <b>you</b> told <b>us</b> about a claim during the <b>period of insurance</b> .
<b>D) Temporary Removal of Valuables</b>  Where <b>your schedule</b> states that <b>valuables</b> are insured in the bank, <b>we</b> agree to cover them up to a maximum of £50,000 for loss or <b>damage</b> whilst temporarily removed from the bank or safe deposit for up to 30 days in any one <b>period of insurance</b> without <b>our</b> previous agreement.	a) For loss or <b>damage</b> <ol style="list-style-type: none"> <li>unless <b>you</b> have a professionally installed safe at <b>your home</b> with an adequate cash rating; or</li> <li>unless items are worn, in <b>your</b> custody and control or in the same room as <b>you</b>, at the time that loss or <b>damage</b> takes place.</li> </ol>



## Section Three – Valuables, Antiques and Works of Art, Gold and Silver (continued)

These are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** policy may not be valid.

### Conditions that only apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver

#### How we deal with your claim:

##### 1) Valuables

**We** will repair, replace or pay for any item that is lost or **damaged**. Where **you** have a professional valuation, carried out within the last five years, which has been approved by **us** for a specified item (and which is specified for the correct value), **we** will pay the cost or replacement or repairing any **damage** up to 150% of the item's specified value.

##### 2) Antiques and Works of Art, Gold and silver

In the event of partial loss or **damage**, **we** will pay all costs and expenses **you** have necessarily incurred, with **our** consent, in restoring the item(s) **damaged** plus any resulting depreciation in value but not more than the sum insured for the **damaged** item(s).

For specified items individually listed in the **schedule**, **you** may decide whether **we** repair, replace or pay the value of the **damaged** item(s).

In the event of total loss or destruction of item(s), **we** will pay the sum insured for such item(s) or their market value at the time of loss, whichever is the less.

Where **you** have a professional valuation, carried out within the last five years, which has been approved by **us** for a specified item (and which is specified for the correct value), **we** will pay the cost of replacement or repairing any **damage** up to 150% of the item's specified value.

##### 3) Valuables, Antiques and Works of Art, Gold and Silver

If, following a claim, **you** can produce a professional valuation (not more than five years old) which has been approved by **us**, and is dated previous to the loss, **we** will treat the sum insured as automatically agreed.

### Limitations that apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess** Waiver on pages 17 and 18..
- 2) **We** will not pay more than the sums insured shown in the **schedule** unless **we** agree otherwise, other than in accordance with conditions 1 and 2 above.

## Section Four – Accidents to Domestic Employees

This Section applies only if the **contents** are insured under Section Two.

What is covered	What is not covered
<p><b>We</b> will pay for amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for bodily injury (including death or disease) by an accident happening during the <b>period of insurance</b> anywhere in the world to <b>your domestic employees</b> employed in connection with the <b>premises</b> shown in the <b>schedule</b>.</p>	<p><b>We</b> will not pay for bodily injury arising directly or indirectly:</p> <ul style="list-style-type: none"> <li>a) by any motorised or horse-drawn vehicle other than; <ul style="list-style-type: none"> <li>i. domestic <b>garden</b> equipment whilst being used within the <b>premises</b>; and</li> <li>ii. pedestrian-controlled <b>garden</b> equipment, mobility scooters or wheelchairs or items designed for a child's use.</li> </ul> </li> <li>b) whilst the <b>domestic employee</b> is in Canada or the United States of America after the total period of stay in either or both countries has exceeded 90 days in the <b>period of insurance</b>.</li> <li>c) <b>your</b> liability for fines or penalties, or for <b>damages</b> which are only intended to punish <b>you</b> or to make an example of <b>you</b>.</li> </ul>

### Limitations that only applies to Section Four – Accidents to Domestic Employees

**We** will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed to in writing.

## Section Five– Legal Liability to the Public

This Section applies only if the **buildings** are insured under Section One and/or the **contents** are insured under Section Two.

### Part A

This Section applies in the following way:

- If only **buildings** are insured, **your** legal liability as owner only but not as occupier is covered under Part A i) below;
- If only **contents** are insured, **your** legal liability as occupier only but not as owner is covered under Part A i) and Part A ii) below; and
- If **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A i) and Part A ii) below.

What is covered	What is not covered
<p><b>A) We will pay you:</b></p> <p>i) as owner or occupier for any amounts <b>you</b> become legally liable to pay as <b>damages</b> for;</p> <p>a) bodily injury (including death or disease); or</p> <p>b) <b>damage</b> to property; caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>;</p> <p>OR</p> <p>ii) as a private individual for any amounts <b>you</b> become legally liable to pay as <b>damages</b> for;</p> <p>a) bodily injury (including death or disease); or</p> <p>b) <b>damage</b> to property; caused by an accident anywhere in the world during the <b>period of insurance</b>.</p>	<p><b>We will not pay for any liability:</b></p> <p>a) For bodily injury to;</p> <p>i. <b>you</b>; or</p> <p>ii. any person who at the time of sustaining such injury is engaged in <b>your</b> service;</p> <p>b) For <b>damage</b> to property owned by or in the charge or control of;</p> <p>i. <b>you</b>; or</p> <p>ii. any person engaged in <b>your</b> service;</p> <p>c) In Canada or the United States of America after the total period of stay in either or both countries has exceeded 90 days during the <b>period of insurance</b>.</p> <p>d) Arising directly or indirectly out of any manual <b>business</b> or employment other than <b>incidental farming</b>.</p> <p>e) Which <b>you</b> have assumed under contract and which would not otherwise have attached.</p> <p>f) Arising out of any criminal acts.</p> <p>g) Arising out of <b>your</b> ownership, possession or use of:</p> <p>i. any motorised vehicle other than quad bikes, golf buggies, domestic <b>garden</b> equipment, mobility scooters or wheelchairs, provided that <b>you</b>, or someone acting with <b>your</b> permission, are not using them on any public road where the Road Traffic Act or similar legislation says <b>you</b> must insure them;</p>

## Section Five– Legal Liability to the Public (continued)

What is covered	What is not covered
	<p>ii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes, stand up paddle boards, sailboards or dinghies;</p> <p>iii. any animal other than <b>incidental farming</b> livestock or a horse or domestic pet, provided such pet is not a dog treated as 'dangerous' under the Dangerous Dogs Act 1991 or similar legislation; or</p> <p>iv. any power operated lift other than those designed for and used by the disabled or infirm and/or lifts that are the subject of an annual maintenance contract with a professional inspection company:-</p> <p>h) In respect of any kind of pollution or contamination other than;</p> <p>i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b>;</p> <p>and</p> <p>ii. reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</p> <p>in which case all such pollution or contamination arising out of such accident shall be deemed to have happened at the time of such accident.</p> <p>i) Arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b>.</p> <p>j) If <b>you</b> are entitled to payment under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.</p> <p>k) Arising out of any goods or products</p> <p>designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by <b>you</b>; or</p> <p>m) <b>Your</b> liabilities for fines or penalties, or for <b>damages</b> which are only intended to punish <b>you</b> or to make an example of <b>you</b>.</p>

## Section Five– Legal Liability to the Public (continued)

This Section of the insurance also covers	We will not pay
<p><b>Part B) Unrecovered Court Awards</b></p> <p><b>We</b> will pay for sums which <b>you</b> have been awarded during the <b>period of insurance</b> by a court in the <b>United Kingdom</b> and which still remain outstanding 3 months after the award has been made provided that</p> <ol style="list-style-type: none"> <li>I. Part A ii) of this section would have paid <b>you</b> had the award been made against <b>you</b> rather than to <b>you</b>;</li> <li>II. there is no appeal pending; and</li> <li>III. <b>you</b> agree to allow <b>us</b> to enforce any right which <b>we</b> shall become entitled to upon making payment.</li> </ol>	
<p><b>Part C) Defective Premises</b></p> <p><b>We</b> will pay for any amount <b>you</b> become legally liable to pay under section 3 of the Defective <b>Premises</b> Act 1972 or Article 5 of the Defective <b>Premises</b> (Northern Ireland) Order 1975 in connection with any <b>home</b> previously owned and occupied by <b>you</b>.</p>	<ol style="list-style-type: none"> <li>a) For any liability if <b>you</b> are entitled to payment under any other insurance.</li> <li>b) For the cost of repairing any fault or alleged fault.</li> </ol>

### Limitations that only apply to Section Five – Legal Liability to the Public

#### We will not pay

- a) in respect of pollution or contamination, more than £10,000,000 in all during the **period of insurance**;
- b) in respect of other liability covered under Section Five, more than £10,000,000 during the **period of insurance** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing, other than under Part B) above where **we** will not pay more than £5,000,000 any one event;
- c) for the vehicles listed in the exception under Part A), **we** will not pay more than £5,000,000 for any one accident or series of accidents arising out of any event, plus the costs and expenses, which **we** have agreed in writing.
- d) where indemnity is provided in respect of occurrences in the United States of America or Canada or their dependencies or trust territories **Our** Liability inclusive of all costs and expenses shall not exceed the Limit of Indemnity shown in the **Schedule**.
- e) in respect of any legal liability arising directly or indirectly from any Pollution or contamination of **buildings** or other structures or of water or land or the atmosphere in North America or where a claim is brought in a court of law in North America.

## Section Six – Family Legal Expenses

The cover under this section is provided by ARAG plc.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

ARAG is authorised to administer this insurance on behalf of the insurer SCOR UK Company Limited ("SCOR"). SCOR is registered in England and Wales number 01334736. Registered address: 10 Lime Street, London, EC3M 7AA. SCOR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202333. This can be checked by visiting the FCA website at <https://register.fca.org.uk/>

### Definitions that apply to Section Six – Family Legal Expenses

The following words or expressions will have the same meaning wherever they appear in this section of the policy. To help identify these words they will appear in **bold** in this section of the policy. If a term below is also defined in the general policy Definitions (on page 12), the definition below replaces the general policy Definition for purposes of this section.

<b>Appointed adviser</b>	<p>The</p> <ul style="list-style-type: none"> <li>• solicitor accountant, or other advisor (who is not a mediator), appointed by <b>us</b> to act on behalf of the <b>insured</b>;</li> <li>• mediator appointed by <b>us</b> to provide impartial dispute resolution in relation to a claim accepted by <b>us</b>.</li> </ul>
<b>Collective Conditional Fee Agreement</b>	<p>A legally enforceable agreement entered into on a common basis between the <b>appointed adviser</b> and <b>us</b> to pay their professional fees on the basis of either</p> <ul style="list-style-type: none"> <li>• 100% "no-win no-fee" or</li> <li>• where discounted, that a discounted fee is payable.</li> </ul>
<b>Conditional Fee Agreement</b>	<p>A legally enforceable agreement between the <b>insured</b> and the <b>appointed adviser</b> for paying their</p> <ul style="list-style-type: none"> <li>• 100% "no-win no-fee" or</li> <li>• where discounted, that a discounted fee is payable.</li> </ul>
<b>Home</b>	<p><b>Your</b> UK private residential properties</p> <ul style="list-style-type: none"> <li>• occupied by <b>you</b> permanently as <b>your</b> main home, or</li> <li>• owned by and occupied by <b>you</b> from time to time.</li> </ul>
<b>Insured</b>	<p><b>You</b>, <b>your</b> partner and relatives permanently living with <b>you</b> in <b>your</b> main home in the UK. (The <b>insurer</b> will cover <b>your</b> children while temporarily away from home for the purposes of higher education.)</p>
<b>Insurer</b>	<p>SCOR UK Company Limited.</p>
<b>Legal costs &amp; expenses</b>	<ul style="list-style-type: none"> <li>• Reasonable legal costs and disbursements reasonably and proportionately incurred by the <b>appointed adviser</b> on the standard basis and agreed in advance by <b>us</b>. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.2.</li> <li>• In civil claims, other side's costs, fees and disbursements where the <b>insured</b> has been ordered to pay them or pays them with <b>our</b> agreement.</li> <li>• Reasonable accountancy fees reasonably incurred under Insured Event F) Tax disputes by the <b>appointed adviser</b> and agreed by <b>us</b> in advance.</li> <li>• The <b>insured's</b> basic wages or salary under Insured Event H) Loss of earnings while attending court or tribunal at the request of the <b>appointed adviser</b> or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.</li> </ul>

	<ul style="list-style-type: none"> <li>The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured Event I) Identity theft where the <b>insured</b> has taken advice from our Identity theft resolution helpline.</li> </ul>
<b>Reasonable prospects of success</b>	<ul style="list-style-type: none"> <li>Other than as set out in below, a greater than 50% chance of the <b>insured</b> successfully pursuing or defending the claim and, if the <b>insured</b> is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under Insured Event B) Contract, there must be a greater than 50% chance of successfully defending the claim in its entirety.</li> <li>In criminal prosecution claims where the <b>insured</b> <ul style="list-style-type: none"> <li>a) pleads guilty, a greater than 50% chance of reducing any sentence or fine or</li> <li>b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.</li> </ul> </li> <li>In all claims involving an appeal, a greater than 50% chance of the <b>insured</b> being successful.</li> </ul> <p>Where it has been determined that <b>reasonable prospects of success</b> do not exist, the <b>insured</b> shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.</p>
<b>Territorial limit</b>	<ul style="list-style-type: none"> <li>For Insured Event B) Contract: the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland.</li> <li>For Insured Event D) Personal injury: Worldwide.</li> <li>For all other Insured Events: the United Kingdom, Channel Islands and Isle of Man.</li> </ul>
<b>We/us/our</b>	ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the insurer.
<b>You/your</b>	The person(s) named in the schedule to which this policy attaches.

#### Your section cover

Following an Insured Event the **insurer** will pay **legal costs & expenses** up to £100,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met.

- The Insured Event occurs within the **territorial limit**.
- The claim:
  - a) always has **reasonable prospects of success** and
  - b) is reported to **us**:
    - i. during the **period of insurance** and
    - ii. as soon as the **insured** first becomes aware of circumstances which could give rise to a claim.
- Unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** before proceedings have been or need to be issued.
- Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **us** within the **territorial limit**.

**We** consider that a claim has been reported to **us** when **we** have received the **insured's** fully completed claim form.

Where the **insured** is seeking financial remedy and the cost of pursuing the **insured's** claim is likely to be more than any award of damages, the **insurer** will not pay more than the value of the likely award.

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.



## Insured Events Covered

What is Insured	What is not insured
<p><b>A) Employment</b></p> <p>A dispute with the <b>insured's</b> current, former or a prospective employer relating to their contract of employment or related legal rights.</p> <p><b>You</b> can claim under this section of the policy as soon as internal procedures as set out in the</p> <ol style="list-style-type: none"> <li>ACAS Code of Practice for Disciplinary and Grievance Procedures, or</li> <li>Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland</li> </ol> <p>have been or ought to have been concluded.</p> <p>The <b>insured</b> is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.</p>	<p>Any claim arising from or relating to:</p> <ol style="list-style-type: none"> <li>a dispute arising solely from personal injury</li> <li>defending the <b>insured</b> other than defending an appeal</li> <li>costs the <b>insured</b> incurs to prepare for an internal disciplinary hearing, grievance or appeal</li> <li>an <b>insured's</b> employer's or ex-employer's pension scheme</li> <li>a compromise or settlement agreement between the <b>insured</b> and their employer unless such agreement arises from an ongoing claim under this section of the policy.</li> </ol>
<p><b>B) Contract</b></p> <p>A dispute arising out of an agreement or alleged agreement which has been entered into by the <b>insured</b> for</p> <ol style="list-style-type: none"> <li>buying or hiring consumer goods or services</li> <li>privately selling goods</li> <li>buying or selling <b>your home</b></li> <li>renting <b>your</b> main home as a tenant</li> <li>the occupation of <b>your</b> main home under a lease.</li> </ol>	<p>Any claim arising from or relating to:</p> <ol style="list-style-type: none"> <li>a dispute with a tenant or lessee where the <b>insured</b> is the landlord or lessor</li> <li>loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments</li> <li>the <b>insured's</b> business activities, trade, venture for gain, profession or employment</li> <li>a contract involving a motor vehicle</li> <li>a settlement due under an insurance policy</li> <li>construction work, or the design, conversion or extension of any building where the dispute arises from; an agreement that <ol style="list-style-type: none"> <li>exceeds; or</li> <li>is ancillary to another contract that exceeds; £75,000 in value including VAT</li> </ol> </li> <li>a dispute with any party other than the party with whom the <b>insured</b> has entered into an agreement or alleged agreement with.</li> </ol>
<p><b>C) Property</b></p> <p>A dispute relating to visible property which the <b>insured</b> owns following</p> <ol style="list-style-type: none"> <li>an event which causes physical damage to the <b>insured's</b> property including <b>your home</b></li> <li>a public or private nuisance or trespass provided that where any boundary is in dispute, <b>you</b> have proof of where the boundary lies.</li> </ol>	<ol style="list-style-type: none"> <li>The first £250 of any claim under Insured Event C) ii.. This is payable by the <b>insured</b> as soon as <b>we</b> accept the claim.</li> <li>Any claim arising from or relating to: <ol style="list-style-type: none"> <li>a contract entered into by an <b>insured</b></li> <li>any building or land other than <b>your home</b></li> <li>a motor vehicle</li> <li>the compulsory purchase of, or demolition, restrictions, controls or permissions placed on <b>your</b> property by any government, local or public authority</li> <li>defending any dispute under Insured Event C) i. other than defending a counter claim or an appeal</li> <li>a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.</li> </ol> </li> </ol>

What is Insured	What is not insured
<p><b>D) Personal Injury</b></p> <p>A sudden event directly causing the <b>insured</b> physical bodily injury or death.</p>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>i. a condition, illness or disease which develops gradually over time</li> <li>ii. mental injury, nervous shock, depression or psychological symptoms where the <b>insured</b> has not sustained physical injury to their body</li> <li>iii. defending any claim other than an appeal</li> <li>iv. contingency fees or fees due under a damages-based agreement</li> <li>v. <b>legal costs &amp; expenses</b> in excess of £25,000 where injury or death occurs outside of the UK, Isle of Man, Channel Islands, EU countries, Norway or Switzerland.</li> </ul>
<p><b>E) Clinical Negligence</b></p> <p>A dispute arising from alleged clinical negligence or malpractice.</p>	<ul style="list-style-type: none"> <li>i. Any claim arising from or relating to a contract dispute.</li> <li>ii. Defending any claim other than an appeal.</li> </ul>
<p><b>F) Tax Disputes (Including Self-employed Persons' Tax Disputes)</b></p> <ul style="list-style-type: none"> <li>i. A formal enquiry by HMRC into the <b>insured's</b> personal tax affairs including where the <b>insured</b> is assessed for tax as a self-employed person.</li> <li>ii. A dispute following an HMRC compliance check.</li> </ul> <p>Provided that all returns are complete and have been submitted within the timescales permitted.</p>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>i. tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions</li> <li>ii. failure to register an <b>insured's</b> business for VAT where required</li> <li>iii. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the <b>insured's</b> financial arrangements</li> <li>iv. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland</li> <li>v. an investigation by the Fraud Investigation Service of HMRC.</li> </ul>
<p><b>G) Legal Defence</b></p> <ul style="list-style-type: none"> <li>i. Work <ul style="list-style-type: none"> <li>An alleged act or omission of the <b>insured</b> that arises from their work as an employee and results in: <ul style="list-style-type: none"> <li>a) the <b>insured</b> being interviewed by the police or others with the power to prosecute</li> <li>b) a prosecution being brought against the <b>insured</b> in a court of criminal jurisdiction</li> <li>c) civil proceedings being brought against the <b>insured</b> under unfair discrimination laws.</li> </ul> </li> </ul> </li> <li>ii. Motor <ul style="list-style-type: none"> <li>A motoring prosecution being brought against the <b>insured</b>.</li> </ul> </li> </ul>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>i. owning a vehicle or driving without motor insurance or driving without a valid driving licence</li> <li>ii. a parking offence.</li> </ul>

What is Insured	What is not insured
<p>iii. Regulatory investigations A formal investigation or disciplinary hearing being brought against the <b>insured</b> by a professional or regulatory body.</p>	
<p><b>H) Loss of Earnings</b>  The <b>insured's</b> absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the <b>appointed advisor</b> or whilst on jury service which results in loss of earnings.</p>	<p>i. Loss of earnings in excess of £10,000 ii. Any sum which can be recovered from the court or tribunal.</p>
<p><b>I) Identity Theft</b>  A dispute arising from the use of the <b>insured's</b> personal information without their permission in order to commit fraud or other crimes provided the <b>insured</b> contacts <b>our</b> Identity theft resolution helpline as soon as they suspect that their identity may have been stolen.</p>	<p>The <b>insurer</b> will not pay for any money claimed, goods, loans, or other property or financial loss of other benefit obtained as a result of the identity theft.</p>
<p><b>J) Disputes With Domestic Employees</b>  A dispute with <b>your</b> domestic employee that arises from: i. their dismissal by <b>you</b> ii. the terms of a contract of service or service occupancy agreement between <b>you</b> and <b>your</b> domestic employee iii. an alleged breach of <b>your</b> domestic employee's legal rights under employment laws.</p>	<p>Any claim arising from or relating to: i. conducting disciplinary hearings or internal grievance procedures ii. personal injury iii. <b>you</b> pursuing a claim against <b>your</b> domestic employee other than a claim to recover possession of accommodation provided by <b>you</b> under a service occupancy agreement.</p>
<p><b>K) School Admission Appeals</b>  An appeal against a decision by the relevant admission authority to refuse <b>your</b> child admission to the school of <b>your</b> choice.</p>	<p>i. <b>Legal costs &amp; expenses</b> in excess of £25,000. ii. Admission into a fee-paying school.</p>

### Exclusions that apply to Section Six – Family Legal Expenses

The **insured** is not covered for any claim arising from or relating to:

- a) **legal costs & expenses** incurred without **our** consent
- b) any actual or alleged act or omission or dispute happening before, or existing at the start of the insurance provided by this section of the policy and which the **insured** believed or ought reasonably to have believed could lead to a claim
- c) an amount below £100
- d) an allegation against the **insured** involving:
  - i. assault, violence, malicious falsehood or defamation
  - ii. indecent or obscene materials
  - iii. the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
  - iv. illegal immigration
  - v. money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities
- e) a dispute between **your** family members
- f) an **insured's** deliberate or reckless act
- g) a judicial review

- h) a dispute arising from or relating to clinical negligence, except as provided for in Insured Event E) Clinical Negligence
- i) a dispute with **us** not dealt with under section Condition f) Disputes, or the **insurer** or the company that sold this policy
- j) a group litigation order
- k) the payment of fines, penalties or compensation awarded against the **insured**.

#### **Conditions that apply to Section Six – Family Legal Expenses**

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can cancel this section of **your** policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs & expenses** from the **insured** if this happens.

#### **a) The Insured's Responsibilities**

An **insured** must:

- i. tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **insured's** favour
- ii. co-operate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them
- iii. take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- iv. allow the **insurer** to take over and conduct in the **insured's** name, any claim.

#### **b) Freedom to Choose an Appointed Advisor**

- i. In certain circumstances as set out in b) ii. below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- ii. If:
  - a) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **insured**, or
  - b) there is a conflict of interest
 the **insured** may choose a qualified **appointed advisor**.
- iii. Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details and cost.
- iv. Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that the **insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)
- v. If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, the **insurer's** liability in respect of that claim will end immediately.
- vi. In respect of pursuing a claim, the **insured** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**), where legally permitted.

#### **c) Consent**

- i. The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.
- ii. An **insured** must have **your** agreement to claim under this section of the policy.

#### **d) Settlement**

- i. The **insurer** can settle the claim by paying the reasonable value of the **insured's** claim.
- ii. The **insured** must not negotiate or settle the claim without **our** written agreement.
- iii. If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further costs.
- iv. The **insured** must settle costs arising from Insured Event I) Identity Theft in the first instance and make a receipted claim to **us** for reimbursement.

e) **Barrister's Opinion**

**We** may require the **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which will be binding on the **insured** and **us**. This does not affect the **insured's** rights under section Condition f) Disputes below.

f) **Disputes**

If any dispute between the **insured** and **us** arises from this section of the policy, the **insured** can make a complaint to **us** as described under **How to make a complaint under Section Six – Family Legal Expenses** and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns the **insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

g) **Other Insurance**

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this section of the policy did not exist; even if the other insurer refuses the claim.

h) **Fraudulent Claims and Claims Tainted by Dishonesty**

- i. If the **insured** makes any claim which is fraudulent or false, this section of the policy may become invalid and all benefit under it may be lost.
- ii. An **insured** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears to the **appointed advisor** that the **insured** has breached this condition and that the breach has:
  - a) affected **our** assessment of **reasonable prospects of success**, and/or
  - b) prejudiced any part the outcome of the **insured's** claim
 the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of the **insured's** breach.

i) **Acts of Parliament**

All legal instruments, bodies and rules referred to within this Section shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

## Helpline services

**We** record and monitor calls for training purposes, to improve the quality of **our** service, to help **us** deal with queries or complaints from **you** and to prevent and detect fraud and financial crime.

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **our** advisors consider that **your** helpline usage is becoming excessive they will tell **you**. If following that warning usage is not reduced to a more reasonable level, **we** can refuse to accept further calls.

### Legal and Tax Advice - 0344 571 7978

If **you** have a legal or tax problem, **we** recommend that **you** call **our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). **We** give advice about personal legal matters within UK, Isle of Man, Channel Islands and EU law and personal tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

### Identity Theft Resolution - 0333 000 2083

This service is available between 9am and 5pm on weekdays (except bank holidays). **We** provide telephone advice to help **you** keep **your** personal identity secure. Where identity theft is suspected, **our** specialist caseworkers can help **you** to restore **your** credit rating and correspond with **your** card issuer, bank or other parties. Identity theft expenses are insured under Insured Event I) Identity Theft when **you** use this helpline.

### Counselling Assistance - 0333 000 2082

**Our** qualified counsellors will provide free confidential support and advice by phone to **you** or **your** family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem. This service is available 24 hours a day, 365 days of the year. Calls to the Counselling Assistance service will not be recorded.

### Consumer Legal Services Website

Register at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter voucher code **AFE48BBE98B5** to access ARAG's digital law guides and create legal documents and letters to help with consumer legal matters.

## How to make a claim under Section Six – Family Legal Expenses

### Telling Us About Your Claim

- If an **insured** needs to make a claim, they must notify **us** as soon as possible.
- If an **insured** instructs their own solicitor or accountant without telling **us**, they will be liable for costs that are not covered by this Section of the Policy.
- A claim can be made online at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims). Alternatively an **insured** can obtain a claim form by downloading one at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or by calling **us** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).
- The completed application and supporting documentation can be submitted online or sent to **us** by email, or post. Further details are set out on **our** website.

### What Happens Next?

- **We** will send the **insured** an acknowledgement by the end of the next working day after receiving their claim.
- Within five working days of receiving all the information needed to assess the availability of cover under this Section of the Policy, **we** will contact the **insured** either:
  - a) confirming cover under the terms of this Section of the Policy and advising the **insured** of the next steps to progress their claim; or
  - b) if the claim is not covered, **we** will explain in full the reason why and advise whether **we** can assist in another way.
- When a representative is appointed they will try to resolve the **insured's** dispute without delay, arranging Alternative Dispute Resolution, such as mediation, whenever possible.

- **We** will check the progress of the **insured's** claim with the **appointed advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to co-operate or a legal timetable is decided by the courts.

### How to make a complaint under Section Six – Family Legal Expenses

If a complaint arises, this should be addressed to **our** Customer Relations Department who will arrange to have it reviewed at the appropriate level. **We** can be reached in the following ways:

- **0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For **our** mutual protection and training purposes, calls may be recorded).
- [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)
- **ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.**

If **we** are unable to resolve the complaint to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction.



## Section Seven – Home Emergency

The cover under this section is provided by ARAG plc.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

ARAG is authorised to administer this insurance on behalf of the insurer SCOR UK Company Limited ("SCOR"). SCOR is registered in England and Wales number 01334736. Registered address: 10 Lime Street, London, EC3M 7AA. SCOR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202333. This can be checked by visiting the FCA website at <https://register.fca.org.uk/>

### Definitions that apply to Section Seven – Home Emergency

The following words or expressions will have the same meaning wherever they appear in this section of the policy. To help identify these words they will appear in **bold** in this section of the policy. If a term below is also defined in the general policy Definitions (on page 12), the definition below replaces the general policy Definition for purposes of this section.

<b>Central Heating Boiler</b>	<p>A boiler:</p> <ul style="list-style-type: none"> <li>located in <b>your home</b> (or connecting garage), and</li> <li>which has been serviced within the 12 months prior to the date of <b>your home emergency</b> claim.</li> </ul>
<b>Contractor</b>	<ul style="list-style-type: none"> <li>The <b>contractor</b> or tradesperson chosen by <b>us</b> to respond to <b>your home emergency</b>.</li> <li>Where <b>your home</b> is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, a suitably qualified expert chosen by <b>you</b> with <b>our</b> agreement to respond to <b>your home emergency</b>.</li> </ul>
<b>Emergency Costs</b>	<ul style="list-style-type: none"> <li><b>Contractor's</b> reasonable and properly charged labour costs, parts and materials provided that where <b>your home</b> is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, <b>you</b> must pay the <b>contractor</b> and send the receipt to <b>us</b> for the <b>insurer</b> to reimburse <b>you</b>.</li> <li>Where necessary, alternative accommodation costs incurred under Insured Event H)</li> </ul> <p>The maximum payable by the <b>insurer</b> is £1,500 for all claims related by time or original cause.</p>
<b>Home</b>	<b>Your</b> principal private dwelling used for domestic purposes only and situated within the United Kingdom, Channel Islands and the Isle of Man.
<b>Home Emergency</b>	<p>A sudden unexpected event which clearly requires immediate action in order to:</p> <ul style="list-style-type: none"> <li>prevent damage or avoid further damage to <b>your home</b>, and/or</li> <li>render the <b>home</b> safe and secure, and/or</li> <li>restore the main services to the <b>home</b>, and/or</li> <li>alleviate any health risk to <b>you</b>.</li> </ul>
<b>Insurer</b>	SCOR UK Company Limited.
<b>Vermin</b>	Brown or black rats, house or field mice, and wasps' or hornets' nests.
<b>We/Us/Our</b>	ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the <b>insurer</b> .

**You/Your** The person to whom this policy has been issued and anyone living in the **home**.

### Your section cover

Following an Insured Event which results in a **home emergency** the **insurer** will pay **emergency costs** up to £1,500 provided that all of the following requirements are met:

- The claim is reported to **us**
  - a) during the **period of insurance** and
  - b) as soon as possible after **you** first become aware of a **home emergency**.
- **You** always agree to use the **contractor** chosen by **us**.

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

### Insured Events Covered

#### A) Main Heating System

The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a **central heating boiler**, all radiators, hot water pipes and water storage tanks) in **your home**.

#### B) Plumbing & Drainage

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipework located within **your home**, which results in a **home emergency**.

#### C) Home Security

Damage to (whether or not accidental) or the failure of external doors, windows or locks; which compromises the security of **your home**.

#### D) Toilet Unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function provided that there is no other toilet in **your home**.

#### E) Domestic Power Supply

The failure, whether or not caused accidentally, of **your home's** domestic electricity or gas supply.

#### F) Lost Keys

The loss or theft of the only keys if **you** cannot replace them to gain access to **your home**.

#### G) Vermin Infestation

**Vermin** causing damage inside **your home** or a health risk to **you**.

#### H) Alternative Accommodation Costs

**Your** overnight accommodation costs including transport to such accommodation following a **home emergency** which makes **your home** unsafe, unsecure or uncomfortable to stay in overnight.

### Exclusions that apply to Section Seven – Home Emergency

**You** are not covered for any claim arising from or relating to:

- a) **emergency costs** which have been incurred before **we** accept a claim

- b) an Insured Event which happens within the first 48 hours of cover if **you** purchase this policy at a different date from any other related insurance policy
- c) **emergency costs** where there is no one at **home** when the **contractor** arrives
- d) any matter occurring prior to, or existing at the start of the policy, and which **you** believed or ought reasonably to have believed could give rise to a claim under this section of the policy
- e) any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions
- f) a main heating system (including a **central heating boiler**) which is more than 15 years old
- g) i. LPG fuelled, oil fired, warm air and solar heating systems; or  
ii. boilers with an output over 60Kw/hr
- h) the cost of making permanent repairs including any redecoration or making good the fabric of **your home**
  - i. once the **home emergency** situation has been resolved
  - ii. arising from damage caused:
    - a) in the course of the repair or
    - b) in the course of investigation of the cause of the Insured Event or
    - c) in gaining access to **your home**
- i) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- j) the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap)
- k) **your garage** (except a **central heating boiler** located in a connecting garage) outbuildings, boundary walls, fences, hedges, cess pit, fuel tank or septic tank
- l) **your home** being left unoccupied for more than 30 days consecutively
- m) goods or materials covered by a manufacturer's, supplier's or installer's warranty
- n) the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
- o) a claim covered by another policy, or any claim that would have been covered by any other policy if this section of the policy did not exist
- p) subsidence, landslip or heave
- q) a property that is not **your** main residence or that **you** rent or let
- r) blockage of supply or waste pipes to the **home** due to freezing weather conditions.

### Conditions that apply to Section Seven – Home Emergency

#### a) Your Responsibilities

**You must:**

- i. observe and keep to the terms of the policy
- ii. not do anything that hinders **us** or the **contractor**
- iii. tell **us** as soon as possible after first becoming aware of any **home emergency**
- iv. tell **us** as soon as possible of anything that may materially alter **our** assessment of the claim
- v. co-operate fully with the **contractor** and **us**
- vi. provide **us** with everything **we** need to help **us** handle the claim
- vii. take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
- viii. minimise any **emergency costs** and try to prevent anything happening that may cause a claim
- ix. allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation
- x. be able to prove that the **central heating boiler** has been serviced within the 12 months prior to the date of **your home emergency** claim.

#### b) Our Consent

**We** must give **you** **our** consent to incur **emergency costs**. The **insurer** does not accept liability for **emergency costs** incurred without **our** consent.

#### c) Settlement

**You** must not settle the **contractor's** invoice or agree to pay **emergency costs** that **you** wish to claim for under this section of the policy without **our** agreement.

### Call out and labour costs

When settling **contractor's** call out charge and labour costs, unless stated otherwise on the **contractor's** invoice **we** will determine that the call out charge covers the cost of the **contractor** attending **your home** and disallows any time spent diagnosing the fault which has caused the Insured Event. Any inspection time that is required to trace, access or identify the cause of the Insured Event will be settled on the basis that the time is charged as labour costs.

### d) Disputes

If any dispute between **you** and **us** arises from this section of the policy, **you** can make a complaint to **us** as described under **How to make a complaint under Section Seven – Home Emergency** and **we** will try to resolve the matter. If **we** are unable to satisfy your concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

### e) Fraudulent Claims

If **you** make any claim which is fraudulent or false, the policy may become invalid and all benefit under it may be lost.

### f) Jurisdiction

This policy will be governed by English Law.

## How to make a claim under Section Seven – Home Emergency

**We** record and monitor calls for training purposes, to improve the quality of **our** service, to help **us** deal with queries or complaints from **you** and to prevent and detect fraud and financial crime.

In the event of a **home emergency**:

- Please telephone **0330 175 7939** (lines are open 24 hours a day, 365 days a year) as soon as possible, providing us with **your** name, address, postcode, and the nature of the problem.
- **We** will record **your** details and then decide on the best course of action to limit **your** loss and/or repair the damage. If the incident relates to an emergency covered under this section of the policy, **we** will instruct a member of **our** emergency contractor network in respect of that claim only. We shall have no liability for any other work carried out by the **contractor**. Poor weather conditions or remote locations may affect normal standards of service.
- If **your home** is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, **we** will check your details and agree for **you** to choose a suitable expert to help. **You** will have to pay the contractor and send **your** receipt to **us**, **we** will reimburse **your** claim. Please send **your** receipt to **www.arag.co.uk/newclaims** or **ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN**.
- If **you** are claiming for alternative accommodation costs **you** must obtain **our** authority to incur costs before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed.
- It is important **you** notify **us** as soon as possible of any claim, and do not call out **your** own contractors unless **we** have agreed as **we** will not pay their costs and it could stop **your** claim being covered.
- **You** must report any major emergency which could result in serious damage to the **home** or injury, to the Emergency Services or the company that supplies the service.
- **Your** call will be answered as soon as possible.

## How to make a complaint under Section Seven – Home Emergency

If a complaint arises, please contact **us** using the number **you** rang to report **your** claim. If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to **our** Customer Relations Department where **we** will arrange to have it reviewed at the appropriate level. **We** will also contact **you** to let **you** know that **we** are reviewing **your** complaint.

Alternatively, **you** can contact **our** Customer Relations Department directly, **we** can be reached in the following ways:

- **0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For **our** mutual protection and training purposes, calls may be recorded).
- [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)
- **ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.**

If **we** are unable to resolve the complaint to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction.

### **ARAG plc Privacy Statement**

This is a summary of how **we** collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website [www.arag.co.uk](http://www.arag.co.uk).

#### **Collecting Personal Information**

**We** may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement. **We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

#### **Using Personal or Sensitive Information**

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **We** may need to share personal or sensitive information with other organisations. **We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

#### **Keeping Personal Information**

**We** shall not keep personal information for any longer than necessary.

#### **Your Rights**

Any person insured by this section of the policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data please refer to **our** full privacy statement.

This Insurance policy is underwritten by Aviva Insurance Limited. Aviva Insurance Limited is registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number 202153.

You can check these details with the Financial Conduct Authority either on their website at [www.fca.org.uk](http://www.fca.org.uk) or by calling them on 0800 111 6768. Details of each insurer's proportionate liability will be provided upon request.

This insurance policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent, Pen Underwriting Limited underwrites insurance and handles claims for you on behalf of the insurers.

Markham Private Clients Limited – Authorised and Regulated by the Financial Conduct Authority. Registration no 673532.

V3 01.06.2024