



## **Bruce Prestige Insurance Policy**

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# Introduction

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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** Bruce Prestige 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 facts 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. When providing this information to **us**, **you must** 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.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, in accordance with 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 policy is a legally-binding contract of insurance between **you** and **us**. Nothing in this contract is intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

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" on page 4 and **your** duties under the insurance as a whole.

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

# Important Information

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## Your Duties

It is **your** responsibility to make sure that the amount of insurance cover **you** buy represents the full value of **your** property. **You** must therefore 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 cost of replacing all items on a 'new for old'; and
- For **valuables, antiques and works of art, gold and silver** – the current market value.

The maximum amount that **we** will pay in the event of a claim is the **sum insured** so it is very important that **you** insure **your** property for the full amount of its value.

### **You must notify your broker:**

- As soon as reasonably practicable 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 finalise a contract:
  - for any works to extend, renovate, build or demolish any part of the **buildings** where the contract value is more than £75,000 in value;
  - or, regardless of the value of the contract:
  - for any work on **buildings** involving the use of heat;
  - where the contract requires specific or joint insurance;
  - where the **buildings** will be **unoccupied** during the building works.for more information please refer to General Condition a) (Building Works)
- 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**.

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 "*Information you have given us*" on page 5.

## Important Information (continued)

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### Information you have given us

**You** must take reasonable care to make sure that all facts and information that **you** provide to **us** at the start and at each renewal, extension and variation of **your** contract are accurate and complete. **You** must also tell us if any of these facts or information has changed during the **period of insurance**, for example any changes to the occupancy of **your home** or its protections, whether any member of **your household** has been charged with a criminal offence, or if work involving the use or application of heat from blowtorches or welding apparatus is due to take place at **your home**.

If **you**:

- a. deliberately or recklessly gave **us** inaccurate or incomplete information; or
- b. did not take reasonable care to give **us** accurate and complete information in circumstances where **we** would not have issued this contract to **you** at all, had **we** known about such information; or
- c. failed to notify **us** as soon as reasonably possible of any change in the information provided by **you** to **us** in circumstances where **we** would not have continued to provide cover under this contract to **you** at all, had we known about such information;

**we** will avoid this contract (which means that **we** will treat it as if it had not existed from the start date, renewal date, or the date any extensions or changes were made to the contract, or the date on which facts or information **you** have previously provided have changed, as the case may be). If **we** avoid a contract then you must repay any payments already made by **us** under that contract. **We** may keep the premium if you acted deliberately or recklessly, but **we** will return the premium if you did not take reasonable care.

If **we** would have provided cover to **you** on different terms had **you** taken reasonable care to provide **us** with accurate and complete information, then:

- i. the contract will be treated as if it had contained such terms;
- ii. if we would have charged **you** more premium then you must pay us the difference between the premium we actually charged and the premium we would have charged and we will make a proportionate reduction in any claim **we** pay e.g. if **we** would have charged double the premium, **we** are only liable to pay half the claim;
- iii. **we** will only pay a claim if it would have been covered taking into account the different terms, conditions or exclusions that we would have applied;
- iv. If **we** have already made payments under the contract then **you** must repay **us** any amounts that would not have been covered taking into account the different terms, conditions or exclusions.

If **you** fail to exercise reasonable care under any other circumstance then **we** may refuse to pay all or part of the claim.

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

- intend to avoid this contract; or
- require **you** to pay an additional premium; or
- apply additional terms.

## Other Important Information

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### How to make changes to this insurance

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

So that we can ensure you're fully covered with us, you'll need to let **your broker** know about any changes in **your** circumstances throughout the year. **You** can do this using the contact number shown in the 'Important Phone Numbers' part of this **schedule**. **You** should let **your broker** know within 30 days as soon as you know about any of the following changes:

- Any increase in the value of the items shown on **your schedule**
- Any changes to the information you've previously provided to us and shown on the most recent 'Statement of Facts' document sent to **you**
- You're going to move home permanently

### Why you need to let your broker know of any changes

**We** may re-assess **your** cover, terms and conditions of **your** policy and the price when **we're** told about changes in **your** circumstances. If **you** don't tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, a claim might be rejected or a payment could be reduced. In certain circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

### Renewal of this insurance

If **your broker** offers an automatic direct debit option and **you** have chosen to pay your premium this way, **your** policy will renew automatically, unless there are exceptional circumstances. This means that **you** do not need to confirm **your** intention to renew before this policy ends. **Your broker** will contact you at least 21 days before the **period of insurance** ends with full details of your next year's premium and policy terms and conditions. If **you** then do not want to renew this policy, please let **your broker** know this before the renewal date. If there are exceptional circumstances, meaning that **we** cannot automatically renew your policy, **your broker** will contact **you** at least 21 days before the **period of insurance** ends to explain the circumstances.

If **your broker** does not offer an automatic direct debit option, or **you** have not chosen to pay this way, **your** policy will not renew automatically. This means **your** policy will end at the end of the **period of insurance**. **Your broker** will contact you at least 21 days before the **period of insurance** ends either with proposed renewal premium and policy terms for **you** to consider, or to explain the circumstances meaning that a renewal offer cannot be made. If **you** wish to renew your policy, please let **your broker** know before the renewal date. If **you** do nothing, **your** policy will expire when the **period of insurance** ends.

## Other Important Information (continued)

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### 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, less 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.

#### Our right to cancel

**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 4;
- Failure to inform **us** of changes to information provided by **you** on **your** proposal form/statement of facts; 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 the policy, sometimes back to its start date, and to keep any premiums paid. This policy applies those rules.

### 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** using the contact details shown on **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)

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**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** as soon as reasonably practicable and in any event within 30 days giving full details of what has happened. The contact details for reporting a claim are shown on **your schedule**.
- 2) **You** must supply any other information **we** may reasonably require, including proof of ownership and value, within 30 days.
- 3) **You** must inform the police immediately if you suspect there has been a crime and obtain a crime reference number.
- 4) If a claim for liability is made against **you**, **you** must forward to **your broker** any letter, claim, writ, summons or other legal document **you** receive as soon as practicable and in any event within 30 days
- 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, **we** may not pay **your** claim, or any payment may be reduced.

#### **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 the policy, as detailed below:

- Conditions that only apply to Section One – Buildings *on page 27*
- 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 35*
- Condition that only applies to Section Four – Accidents to Domestic Employees *on page 37*

### **Section Six – Legal Expenses**

If **you** need to make a claim under this Section, **you** must notify **us** as soon as practicable.

A claim can be made online at **www.arag.co.uk/newclaims**. Alternatively, **you** can download a claim form at **www.arag.co.uk/newclaims** or **you** can request one by telephoning **0330 303 1955** between 9am and 5pm Monday to Friday (except bank holidays).

Please also refer to “How to make a claim” *on page 43* and “Conditions that only apply to Section Six - Legal Expenses” *on page 49*.

### **Section Seven – Helplines**

If **you** require assistance, **you** should contact the applicable service using the numbers shown below:

Legal and tax advice:	Call <b>our</b> confidential legal and tax advice helpline on <b>0330 303 1429</b> . The legal advice helpline is open 24 hours a day, 365 days a year. Tax advice is available between 9am and 5pm on weekdays (except bank holidays).
Identity theft:	Call <b>0333 000 2083</b> between 9am and 5pm weekdays (except bank holidays).
Counselling assistance:	Call <b>0333 000 2082</b> available 24 hours a day, 365 days of the year.



## Other Important Information (continued)

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Consumer Legal Services: Register at **www.araglegal.co.uk/arag** and enter voucher codes:

- **AFE48BBE98B5** to access **our** digital law guide and download legal documents to help with consumer legal matters.
- **EC426C378CB8** to access **our** digital law guide and download legal documents to help with landlord and tenancy legal matters.

Please also refer to Section Seven *on page 51* for full details of these services.

### **Section Eight – Home Emergency**

Please telephone **0330 303 1427** immediately (lines are open 24 hours a day, 365 days a year).

Please provide **us** with **your** name, address, postcode and the nature of the problem. Also, please refer to “How to make a claim” *on page 53* and “Conditions that only apply to Section Eight – Home Emergency” *on page 56*.

### **Fraudulent claims**

If **you** or anyone acting for **you**:

- knowingly or recklessly makes a fraudulent or exaggerated claim under this contract;
- knowingly or recklessly makes a false or forged document in support of a claim (whether or not the claim is itself genuine);
- knowingly or recklessly submits a false or forged document in support of a claim (whether or not the claim is itself genuine); or
- makes a claim for any injury, loss or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion, **we** may at our option:
  - Refuse to pay the claim; or
  - Refuse to pay the claim and cancel the contract from the date of the claim or alleged claim without any refund of premium; and in all cases
  - inform the police of the circumstances.

This will not affect separate claims made before the fraudulent act, unless they too were fraudulent.

### **Complaints**

#### **How to make a complaint**

Any enquiry or complaint **you** have may be addressed to **our** complaints department by telephone, e-mail or in writing using the following contact details:

#### **Sections One to Five**

Call: 020 7015 4000  
Email: [complaints@hdi-specialty.com](mailto:complaints@hdi-specialty.com)  
Address: HDI Global Specialty SE - UK, 20 Gracechurch Street, London EC3V 0BG UK

#### **Sections Six to Eight**

Call: +44 (0) 117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For mutual protection and training purposes, calls may be recorded).  
Email: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)  
Address: ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

Please have details of the contract, including **your** policy number, available to enable the enquiry to be dealt with speedily.

## Other Important Information (continued)

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### All Sections

**We** take all complaints seriously and aim to resolve them promptly and fairly.

Upon receipt of **your** complaint:

1. **We** will send **you** an email or letter within five working days acknowledging **your** complaint and explaining how **we** intend to investigate. A copy of **our** complaints procedure will also be enclosed with that email or letter.
2. **We** aim to send a final response to **your** complaint within eight weeks of receipt. If **we** are unable to provide **you** with a final response within this time-frame, **we** will write to **you** explaining the delay and advise **you** when **you** can expect a final response.

Should more than eight weeks from the date of **your** complaint pass without **you** receiving a final response, or should **you** remain dissatisfied, **you** may ask the Financial Ombudsman Service (FOS) to review **your** case. Their contact details are as follows:

Address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Complaints Enquiry Line: 0800 0 234 567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: <http://www.financial-ombudsman.org.uk>

The FOS is an independent body that arbitrates on complaints about general insurance products. Please note that **you** have 6 months from the date of **our** final response in which to refer **your** complaint to the Ombudsman.

FOS will only consider **your** complaint if **you** have given **us** the opportunity to resolve it and **you** meet the FOS eligibility criteria, which currently apply to:

- an individual
- a charity with an annual income of less than £6.5 million or currency equivalent
- a Trustee of a trust with a net asset value of less than £5 million or currency equivalent
- a micro-enterprise. A micro-enterprise is an enterprise which:
  - a) employs fewer than 10 persons and
  - b) has a turnover or annual balance sheet that does not exceed €2 million or currency equivalent
- a small business. A small business is an enterprise which:
  - a) is not a micro-enterprise
  - b) has an annual turnover of less than £6.5m or currency equivalent; and
    - i. employs fewer than 50 persons; or
    - ii. has a balance sheet total of less than £5 million or currency equivalent

Whilst **we** are bound by the decision of the FOS, **you** are not, and following the Complaints Procedure above does not affect **your** right to take legal action against **us**.

### Compensation (Financial Services Compensation Scheme)

**We** are covered by the Financial Services Compensation Scheme (FSCS), which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**, provided **you** meet the FSCS eligibility criteria. For further information on the FSCS, please visit [www.fscs.org.uk](http://www.fscs.org.uk) or contact:

Address: Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY

Telephone: 0800 678 1100 or 020 7741 4000

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

# Other Important Information (continued)

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## Privacy Notice

HDI Global Specialty SE's Privacy Notice, applying to all sections of this policy is included below.

This notice explains how your data will be collected and dealt with, and your rights concerning that data. In this notice, 'we', 'us' or 'our' refers to HDI Global Specialty SE and its agents, co-insurers and reinsurers. 'You' or 'your' refers to the individual whose personal data we are processing.

### 1. Responsible data controller

#### HDI Global Specialty SE

Legal & Compliance  
20 Gracechurch Street  
London EC3V 0BG  
Tel. +44 (20) 7015 4000

HDI Global Specialty SE is a Data Controller as defined under the EU General Data Protection Regulation, UK General Data Protection Regulation and UK Data Protection Act 2018, as amended from time to time (together the "Data Protection Law").

You can reach our Data Protection Officer by post at the aforementioned address (please include the additional address line "Data Protection Officer") or by e-mail via our data privacy group mailbox:

E-mail: [privacy-hgs@hdi-specialty.com](mailto:privacy-hgs@hdi-specialty.com)

### 2. Personal data we may collect about you

- 2.1. *Individual details* such as name, address, proof of address, contact details (including emails and telephone numbers), gender, marital status, date and place of birth, nationality, employer, job title, employment history and family details (including their relationship to you).
- 2.2. *Identification numbers* issued by government bodies, agencies or similar such as national insurance, passport, tax identification or driving licence numbers.
- 2.3. *Financial information* such as bank account or payment card details, income or transaction histories.
- 2.4. *Insurance policy information* including information about quotes you receive and policies you take out.
- 2.5. *Credit and anti-fraud data* including credit history, credit score, sanctions and criminal offences, and information received from various anti-fraud databases relating to you.
- 2.6. *Information about previous and current claims* (including in connection with other related or unrelated insurance) which may include data about your health, criminal convictions, or special categories of personal data and, in some cases, surveillance reports.
- 2.7. *Technical information* including your computer's IP address.
- 2.8. *Special categories of personal data* which have additional protection under Data Protection Law, namely health, criminal convictions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric, or data concerning sex life or sexual orientation.

### 3. Where we may collect your personal data from

We may collect your personal data from various sources:

- 3.1. You (including, from time to time, recordings of your telephone calls with us)
- 3.2. Your family members, employer or agent/representative (including your broker)
- 3.3. Our agents, other insurers, insurance brokers, or reinsurers
- 3.4. Credit reference agencies
- 3.5. Websites or software applications for use on computers or mobile devices and/or social media content, tools and applications
- 3.6. Anti-fraud databases, sanctions lists, court judgments and other databases
- 3.7. Government agencies
- 3.8. Any open electoral register; or

## Other Important Information (continued)

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- 3.9. In the event of a claim, third parties including the other party or parties to the claim, witnesses, experts, loss adjusters, solicitors, claims handlers, translators, surveillance agents, engineers and others.

### 4. Identities of Data Controllers and Data Protection Contacts

The operation of the insurance market means that personal data may be shared between insurance brokers, insurers, reinsurers and other market participants. You can find out the identity of the controller or controllers of your personal data in the following ways:

- 4.1. If you took out the insurance yourself, get in touch with the data protection contact at your insurance broker or the entity you dealt with in taking out the insurance.
- 4.2. If your employer or another organisation took out the insurance for your benefit, you should get in touch with the data protection contact at your employer or the organisation that took out the insurance.
- 4.3. If you are not a policyholder or an insured under the insurance, you should get in touch with the organisation that collected your personal data.

### 5. The purposes, categories, legal grounds and recipients of our processing your personal data

- 5.1. Your personal data may be processed for the following purposes:

5.1.1. Quotation/inception:

- Setting you up as a client, including possible fraud, sanctions, credit and anti-money laundering checks
- Evaluating the risks and matching them to appropriate policy terms/premium
- Payment of premium where the insured is an individual

5.1.2. Policy administration

- Client care, including communicating with you and sending you updates
- Payments to and from individuals

5.1.3. Claims processing:

- Managing insurance and reinsurance claims
- Defending or prosecuting legal claims or regulatory proceedings
- Investigating or prosecuting fraud

5.1.4. Renewals

- Contacting you/the insured to renew the insurance
- Evaluating the risks and matching them to appropriate policy terms/premium
- Payment of premium where the insured is an individual

5.1.5. Other purposes including:

- Complying with our regulatory or legal obligations
- Risk modelling
- Effecting reinsurance contracts
- Transferring books of business, company sales, restructuring and reorganisation.

- 5.2. We may also disclose personal data to the following non-exhaustive list of entities: reinsurers, financial institutions, service providers, contractors, agents, tax authorities, law enforcement and other regulators and group companies in connection with the above purposes. You will find the current list of service providers and our companies who participate in data-processing operations hereon our website or by emailing [privacy-hgs@hdi-specialty.com](mailto:privacy-hgs@hdi-specialty.com).

- 5.3. We process your data on one of the following legal grounds:

5.3.1. in order to place and operate the contract(s) of insurance;

5.3.2. where a legitimate interest to do so has been identified for which processing of your data is necessary and which balances your interest, rights and freedoms e.g. protecting you from fraud or personalising the insurance product to you; or

## Other Important Information (continued)

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5.3.3. where we have a legal obligation to do so e.g. to prevent money laundering.

### 6. Consent

To provide insurance and deal with insurance claims in certain circumstances we may need to process special categories of your personal data (see 2.8 above), such as medical or criminal records. Your consent to this processing may be necessary to achieve one or more of the purposes set out above.

Where this is the case, you may withdraw your consent to such processing at any time by notifying [privacy-hgs@hdi-specialty.com](mailto:privacy-hgs@hdi-specialty.com). If you do withdraw your consent, however, this may mean we cannot provide insurance or pay claims.

### 7. Profiling

When calculating insurance premiums, we may compare your personal data against other data such as industry averages or fraud patterns. Your personal data may also be used to create such other data to ensure, among other things, that premiums align to risk. We may make decisions based on profiling and without staff intervention (known as automatic decision making).

### 8. Storage and retention of your personal data

Data is held by us on servers and in printed form, as well as on our behalf in off-site storage facilities. We will keep your personal data only for so long as is necessary and for the purpose for which it was originally collected. In particular, so long as there is any possibility that either you or we may bring or face legal claims in connection with the insurance contract(s), or if there are legal or regulatory reasons to retain your data, we must do so.

### 9. International transfer of data

We may need to transfer your data to third parties outside the European Economic Area or UK. These transfers will be made in compliance with the relevant Data Protection Law.

If you would like further details of how your personal data would be protected if transferred outside the EEA or UK, please contact [privacy-hgs@hdi-specialty.com](mailto:privacy-hgs@hdi-specialty.com).

### 10. Amendment

We may amend this Privacy Notice from time to time. We will let you know if we make any significant changes.

### 11. Your rights

If you have any questions about our use of your personal data, please contact the relevant data protection contact as explained above. In certain circumstances you may have the right to require us to:

- 11.1. Provide you with further details about the use we make of your personal data
- 11.2. Provide you with a copy of the personal data we hold
- 11.3. Correct any inaccuracies in the personal data we hold
- 11.4. Delete any personal data we no longer have any lawful ground to use
- 11.5. Where the processing requires your consent, to withdraw that consent so we stop the processing in question
- 11.6. Transfer your personal data to another organisation
- 11.7. Object to any processing based on the legitimate interests ground at 5.3.2 above unless our reasons for that processing outweigh any prejudice to your data protection rights
- 11.8. Object to automated processing, including profiling

## Other Important Information (continued)

11.9 Restrict how we process or use your personal data in certain circumstances e.g. whilst a complaint is being investigated.

In certain circumstances we may need to restrict the above rights to safeguard the public interest (e.g. prevention or detection of crime) or our interests (e.g. legal or litigation privilege).

If you are not satisfied with our use of your personal data or our response to any request by you to exercise any of your rights, or if you think we have breached Data Protection Law, you have the right to complain to the relevant national authority, details below.

<b>Germany</b> (lead supervisory authority) Die Landesbeauftragte für den Datenschutz Niedersachsen Prinzenstraße 5 30159 Hannover Phone: +49 (0511) 120 45 00 Fax: +49 (0511) 120 45 99 E-mail: <a href="mailto:poststelle@lfd.niedersachsen.de">poststelle@lfd.niedersachsen.de</a> Website: <a href="https://www.lfd.niedersachsen.de">https://www.lfd.niedersachsen.de</a>			
<b>UK</b>			
<b>England</b>	<b>Scotland</b>	<b>Wales</b>	<b>Northern Ireland</b>
Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF	Information Commissioner's Office 45 Melville Street Edinburgh EH3 7HL	Information Commissioner's Office 2 <sup>nd</sup> Floor Churchill House Churchill Way Cardiff CF10 2HH	Information Commissioner's Office 3 <sup>rd</sup> Floor 14 Cromac Place Belfast BT7 2JB
Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)	Tel: 0131 244 9001	Tel: 029 2067 8400	Tel: 0303 123 1114 (local rate) 028 9027 8757 (national rate)
<a href="mailto:casework@ico.org.uk">casework@ico.org.uk</a>	<a href="mailto:scotland@ico.org.uk">scotland@ico.org.uk</a>	<a href="mailto:wales@ico.org.uk">wales@ico.org.uk</a>	<a href="mailto:ni@ico.org.uk">ni@ico.org.uk</a>

## 12. Contact Us

Head Office: Data Protection Officer, HDI-Platz 1, 30659 Hannover, Germany,  
Tel. +49 511 5604-2909

UK Branch: Legal & Compliance, 20 Gracechurch Street, London, EC3V 0BG  
Tel. +44 (20) 7015 4000

## Other Important Information (continued)

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### Law and Jurisdiction

Under the laws of the **British Islands**, which means England, Scotland, Wales, Northern Ireland, the Channels Islands and the Isle of Man, both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. **You** and **we** agree that the law of the part of the **British Islands** where **you** live applies to this contract .

**We** and **you** agree that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the **British Islands** where **you** live.

### Sanction

**We** shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the period of insurance **we** may cancel this policy immediately by giving **you** written notice at **your** last known address.

### Our Regulators

HDI Global Specialty SE is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and, when acting through its UK branch, is subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority (firm registration number 659331).

HDI Global Specialty SE is registered in Germany (commercial register number HRB 211924) and has its registered office at HDI-Platz 1, 30659 Hannover, Germany, and its UK branch office at 20 Gracechurch Street, London EC3V 0BG, United Kingdom.



# General Definitions

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The following words will have the same meaning wherever they appear in this policy, **schedule** and any **endorsements** attaching to 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.

<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 – Buildings.
<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 business property.
<b>ARAG/Our Administrators</b>	<b>ARAG</b> Plc registered in England number 02585818; registered address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW, who we have authorised to administer Sections 6 - 8 of this insurance. <b>ARAG</b> Plc is authorised and regulated by the Financial Conduct Authority firm registration 452369.
<b>British Islands</b>	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Broker</b>	The person, people or company who arranged this insurance for <b>you</b> .
<b>Buildings</b>	<p>The <b>home</b>, its' decorations and <b>tenant's improvements</b> including:</p> <ul style="list-style-type: none"><li>• 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);</li><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>Computer viruses</b>	Any instruction from an unauthorised source that spreads itself over a computer system or network and corrupts information.
<b>Contents</b>	<p>Household goods and personal possessions, which belong to <b>you</b> or for which <b>you</b> are legally responsible.</p> <p><b>Contents</b> includes:</p> <ul style="list-style-type: none"><li>• <b>money</b> and <b>credit cards</b>;</li><li>• deeds and registered bonds;</li><li>• fridge and freezer contents;</li><li>• pedal cycles</li><li>• garden furniture and items normally kept outdoors;</li><li>• guns;</li><li>• furs;</li><li>• <b>home office equipment</b>;</li><li>• tenants' fixtures and fittings; and</li><li>• domestic oil, metered water, gas and liquefied petroleum gas.</li></ul>



## General Definitions (continued)

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	<p><b>Contents</b> does not include:</p> <ul style="list-style-type: none"><li>• motor vehicles (other than domestic garden machinery and quad bikes used within the <b>premises</b>, golf buggies, non-motorised trailers and mobility aids);</li><li>• caravans or their accessories;</li><li>• any living creature, pet or livestock;</li><li>• plants or trees;</li><li>• aircraft;</li><li>• watercraft (other than manually operated rowing boats, punts or canoes, sailboards or dinghies including their accessories);</li><li>• any part of the <b>buildings</b> other than radio and television aerials, satellite dishes, their fittings and masts which are attached to <b>your home</b>;</li><li>• any property held or used for business purposes other than <b>home office equipment</b>.</li></ul>
<b>Credit cards</b>	<p>Credit, charge, debit, bank, prepaid and cash dispenser cards.</p> <p><b>Credit cards</b> does not include:</p> <ul style="list-style-type: none"><li>• store cards and loyalty cards which cannot be used as a means to purchase goods and services;</li><li>• <b>credit cards</b> used for or held for any trade, business or professional purposes.</li></ul>
<b>Damage</b>	<p>Physical <b>damage</b> to or destruction of property.</p>
<b>Domestic employees</b>	<p>Any person working for <b>you</b> in connection with domestic duties who is:</p> <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>Endorsement</b>	<p>A change in the terms and conditions of this insurance.</p>
<b>Excess</b>	<p>The first part of any claim which <b>you</b> must pay.</p>
<b>Garden</b>	<p>The ground next to <b>your home</b> and within the <b>premises</b> which is used only:</p> <ul style="list-style-type: none"><li>• for growing flowers, plants, trees, shrubs, fruit and vegetables (but not as a business) and</li><li>• as a place of relaxation and enjoyment.</li></ul> <p>The <b>garden</b> does not include:</p> <ul style="list-style-type: none"><li>• woods, fields and paddocks where these exceed 3 acres individually or in total.</li></ul>
<b>Gold and silver</b>	<p><b>Gold and silver</b> and <b>gold and silver</b> plated items.</p>
<b>Heave</b>	<p>Upward and/or lateral movement of the site on which <b>your buildings</b> stand caused by the swelling of the ground.</p>
<b>Home</b>	<p>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>.</p>
<b>Home Office Equipment</b>	<p>Computer equipment, printers, office furniture, supplies, telecommunication equipment, stationery, books, records and documents used to conduct business from <b>your home</b>, owned by <b>your</b> business or for which <b>your</b> business is legally responsible.</p>

## General Definitions (continued)

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<b>Household</b>	<b>You, Your</b> , spouse or partner, children (including adopted and foster children), parents and other persons who live permanently with <b>you</b> at the <b>home</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 money 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 <b>sums insured</b> , the <b>period of insurance</b> and the Sections 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>Sum Insured</b>	The amount shown on the <b>schedule</b> as the most <b>we</b> will pay for claims resulting from one incident unless otherwise stated in this policy document or on the <b>schedule</b> .
<b>Tenant's improvements</b>	Alterations and decorations, which have been made by <b>you</b> or a previous occupier, that are not insured under any other insurance.
<b>Terrorism</b>	<p>Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from, or in connection with any act of terrorism.</p> <p>For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical, radiological and/or nuclear force or contamination by any person(s), whether acting alone, or on behalf of, or in connection with, any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government(s) or put any section of the public in fear.</p>

## General Definitions (continued)

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<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>Vermin</b>	Brown or black rats, house or field mice and wasps' or hornets' nests.
<b>We, us or our</b>	HDI Global Specialty SE – UK or where appropriate, ARAG plc.
<b>You/Your</b>	<ul style="list-style-type: none"><li>• The person or persons named as policyholder on your policy schedule and any of the following people, as long as they normally live with you:</li><li>• Your husband, wife or partner</li><li>• Your children (including foster children and adopted children)</li><li>• Your relatives</li><li>• A partner, husband or wife of your children</li><li>• Your domestic employees – someone employed to carry out domestic duties associated with your home, for example, a nanny or carer.</li></ul>
<b>Your broker</b>	The person, people or company who arranged this insurance for <b>you</b> .

# General Exclusions

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

## b) Electronic data

**We** will not pay for:

- i. loss of or **damage** to any property, or additional expense arising from; or
- ii. any legal liability directly or indirectly caused by or contributed to, by or arising from;
  - a. **computer viruses**, erasure, lack of availability or corruption of electronic data; or
  - b. the failure of any equipment to correctly recognise the date or change of date; or
  - c. cyber attack.

## c) 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; or
- iv. caused as a result of the **buildings** being used for illegal activity by **you**.

## d) 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.

## e) 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, unless specifically insured under any section of this Policy. Specific coverage, where granted, may be limited by further terms and conditions.

## General Exclusions

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### f) Risks which are not insured

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- i. any damage which occurs over time as a result of normal use or ageing including fading, corrosion, rusting, decay or deterioration
- ii. frost, damp, fungus, mould or condensation
- iii. rot, unless :
  - a. caused directly by an escape of water, storm or flood incident specifically covered by this policy, and
  - b. notified to **us** as soon as any sign of water damage or rot is apparent
- iv. insects or moths
- v. any reduction in an item's value caused by repairing your contents, or a drop in the market value of your home caused by rebuilding or repairing damage to your buildings.

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, or resulting from, the following (except as covered by Home Emergency Cover if you've chosen this for your policy):

- i. any wild small mammal or bird (but not pets) that causes damage as part of its ordinary nature such as nesting or feeding
- ii. mechanical, electrical or electronic fault or breakdown
- iii. poor or faulty design, workmanship or materials.

### g) Communicable disease

**We** will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, contributed to by, arising from or attributable to the transmission or the fear or threat of transmission of any communicable disease or any costs to clean-up, detoxify, remove, monitor or test:

- i. for a communicable disease, or
- ii. any property insured hereunder that is affected by a communicable disease.

For the purposes of this exclusion 'communicable disease' means any infectious or contagious substance:

- a) including but not limited to a virus, bacterium, parasite or other organism or any mutation thereof whether deemed living or not and
- b) regardless of the method of transmission, whether direct or indirect including but not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals or from any animal to any human or from any human to any animal that can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder.

This General Exclusion does not apply to Section Four – Accidents to Domestic Employees.

# General Conditions

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## a) Building Works

**You** must tell **your broker** at least 30 days before **you** finalise a contract:

- for any works to extend, renovate, build or demolish any part of the **buildings** where the contract value is more than £75,000 in value;  
or, regardless of the cost of the works,
- for any work on **buildings** involving the use of heat;
- where the contract requires specific or joint insurance;
- where the **buildings** will be **unoccupied** during the building works.

When **we** receive this notice **we** have the option to require you to obtain agreement to amended terms in the building contract concerning liability or insurance, or to change the conditions of this insurance.

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) Index-linking

Each month **we** will link the **sums insured** in Section One - Buildings and Section Two - Contents to the relevant indexes below and adjust them upwards by the amount that the index has increased.

Section One - Buildings	The House Rebuilding Cost Index produced for the Royal Institute of Chartered Surveyors or a similar index <b>we</b> have appropriately chosen
Section Two - Contents	The Consumer Durables Section of the General Index of Retail Prices or a similar index <b>we</b> 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 most recent **sums insured**. For **your** protection, if the index falls below zero, **we** will not reduce the **sums insured**.

## c) Other insurance

**We** will not cover loss, damage, liability or expense of whatsoever nature that is covered under another insurance policy, or would be covered if this policy did not exist.

This clause does not apply to Section One **N) Fatal Injury** on page 31.

## d) Excess

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

<u>Section</u>	<u>Applicable excess</u>
Section One – Buildings	£1,000 for <b>subsidence, heave or landslip</b> ; Nil for lock replacement; £250 for all other claims.
Section Two – Contents	Nil for lock replacement, fatal injury, hole in one cover or freezer contents; £250 for all other claims.
Section Three – Valuables, Antiques and Works of Art, Gold and Silver	£250 for all claims
Section Four – Accidents to Domestic Employees	Nil
Section Five – Legal Liability to the Public	Nil
Section Six – Legal Expenses	£250 for claims under cover D) Property b) Nil for all other claims
Section Seven – Helplines	Nil
Section Eight – Home Emergency	Nil

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

Please read **your schedule** to see if **you** have insurance cover under this section.

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 collapse or normal settlement (such as structures bedding down or settlement of newly made up ground);</li> <li>ii. chewing, scratching, tearing or fouling by <b>your</b> domestic pets;</li> <li>iii. 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 landslide</b>.</li> </ul> </li> <li>f) loss or <b>damage</b> caused by <b>subsidence, heave or landslide</b>: <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 damaged at the same time by the same event;</li> </ul> </li> </ul>

## Section One – Buildings (continued)

What is covered	What is not covered
	<ul style="list-style-type: none"> <li>iii. if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, 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> <li>g) loss or <b>damage</b> caused by frost to permanently installed hot tubs.</li> <li>h) loss or <b>damage</b> where <b>you</b> sign an agreement with a contractor which needs specific or joint insurance without obtaining <b>our</b> agreement first.</li> </ul>

This Section of the insurance also covers	We will not pay
<p><b>A) Alternative Accommodation and Rent</b></p> <p>If <b>your home</b> cannot be lived in because of a covered loss, <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>a. The reasonable costs that <b>we</b> have agreed in advance for comparable alternative accommodation for <b>you</b> and <b>your</b> domestic pets and horses during the period of time necessary to restore <b>your home</b> to a habitable condition.</li> <li>b. Loss of rent due to <b>you</b> and ground rent payable to <b>you</b> which <b>you</b> cannot recover.</li> </ul>	<ul style="list-style-type: none"> <li>a) for the costs of alternative accommodation for more than 36 months in total.</li> <li>b) For any claim for alternative accommodation also submitted under Section Two – Contents.</li> <li>c) for loss of rent for more than 36 months in total.</li> </ul>
<p><b>B) Compulsory Evacuation</b></p> <p>The reasonable costs that <b>we</b> have agreed in advance for comparable alternative accommodation for <b>you</b> and <b>your</b> domestic pets and horses, 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>	<ul style="list-style-type: none"> <li>a) for the costs of alternative accommodation for more than 36 months in total.</li> <li>b) For any claim for alternative accommodation also submitted under Section Two – Contents.</li> </ul>
<p><b>C) Trace and Access</b></p> <p>The cost of finding the source of any water, oil, gas or liquefied petroleum gas 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 £50,000 during the <b>period of insurance</b>.</p>



## Section One – Buildings (continued)

This Section of the insurance also covers	We will not pay
<p><b>D) Loss of Domestic Oil, Gas or Liquefied Petroleum Gas</b></p> <p>Up to £5,000 during the <b>period of insurance</b> for accidental loss of domestic heating oil, gas or liquefied petroleum gas.</p>	<p>more than £5,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>E) Increased Metered Water Charges</b></p> <p>Up to £10,000 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 £10,000 in total during the <b>period of insurance</b>, even if <b>you</b> claim under Sections One and Two.</p>
<p><b>F) Garden Cover</b></p> <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) more than £1,000 for any one plant, tree or shrub;</p> <p>b) more than 10% of the <b>buildings sum insured</b> during the <b>period of insurance</b>.</p>
<p><b>G) Selling Your Home</b></p> <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>
<p><b>H) Additional Fees and Costs</b></p> <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</p> <p>b) for any costs resulting from government or local authority requirements which were imposed on <b>you</b> before the loss or <b>damage</b>.</p>
<p><b>I) New Fixtures and Fittings</b></p> <p>Up to 20% of the <b>buildings sum insured</b> 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 to <b>your home</b>.</p>	<p>a) for any loss or <b>damage</b> caused while installing the fixtures and fittings; or</p> <p>b) for items left in the open</p>
<p><b>J) Unfixed Building Materials</b></p> <p>Up to £25,000 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>.</p>	<p>a) for any loss or <b>damage</b> caused while installing the unfixed building materials; or</p> <p>b) for items left in the open.</p>

## Section One – Buildings (continued)

This Section of the insurance also covers	We will not pay
<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 £10,000 during the <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 £10,000 in total if you 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 £25,000 during the <b>period of insurance</b> towards essential alterations to the <b>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 the <b>permanent physical injury</b> has been self-inflicted; d) more than £25,000 in total if <b>you</b> claim under Sections One and Two.
<b>O) Extended Replacement cost</b> Up to 125% of the <b>buildings sum insured</b> in the event of <b>your home</b> being damaged beyond economical repair and the cost of rebuilding <b>your home</b> being more than the <b>sum insured</b> .	a) unless the <b>sum insured</b> corresponds with a professional valuation, completed within the last five years, that <b>we</b> have seen and approved, and where the <b>sum insured</b> has been index linked each year; b) for any Grade I, II* or Category A listed buildings.
<b>P) Similar Property Purchase</b> Up to 125% of the <b>buildings sum insured</b> in the event of <b>your home</b> being damaged beyond economical repair and permission to rebuild <b>your home</b> on a like-for-like basis being refused by <b>your</b> local authority, to help <b>you</b> purchase a similar property in the same area.	a) unless the <b>sum insured</b> corresponds with a professional valuation, completed within the last five years, that <b>we</b> have seen and approved, and where the <b>sum insured</b> has been index linked each year; b) unless the similar property is located within the same area as <b>your home</b> .

## Section One – Buildings (continued)

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### 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 additional cover **P) Similar Property Purchase** of this section, **you** will transfer ownership of 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 so long as **you** agree to carry out **our** recommendations to prevent further loss or **damage**.

4) **We** guarantee repair work carried out to **your premises**, that **we** have authorised following an insured claim, for 12 months from the date the repair work was completed.

**We** do not provide any guarantee for work carried out by a supplier chosen and instructed by **you** unless **you** obtain **our** agreement first.

### 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** on page 22.

2) **We** will not pay more than the **sums insured** shown on **your schedule** other than in accordance additional covers **O) Extended Replacement Cost** and **P) Similar Property Purchase** on page 26.

## Section Two – Contents

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

Please read **your schedule** to see if **you** have insurance cover under this section.

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 world.</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. chewing, scratching, tearing or fouling by <b>your</b> domestic pets;</li><li>ii. dyeing, cleaning, repairing, renovating, restoration; or</li><li>iii. 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 contents resulting from;<ul style="list-style-type: none"><li>i. deliberate disconnection by the utility company of the electricity supply to <b>your home</b>; or</li><li>ii. the failure of <b>your</b> gas or electricity supply caused by strike or any other industrial action.</li></ul></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> 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 landslide</b>.</li></ul></li></ul>

## Section Two – Contents (continued)

What is covered	What is not covered
	<p>h) loss or <b>damage</b> caused by <b>subsidence, heave or landslip</b>;</p> <p>i. as a result of the coast or riverbank wearing away;</p> <p>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;</p> <p>iii. due to faulty design, faulty workmanship or faulty materials.</p>

This Section of the insurance also covers	We will not pay
<p><b>A) Glass and Sanitary Ware</b></p> <p>Accidental breakage of:</p> <p>a. fixed glass and double glazing; and</p> <p>b. <b>sanitary ware</b>;</p> <p>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.</p>	
<p><b>B) Alternative Accommodation</b></p> <p>If <b>your home</b> cannot be lived in because of a covered loss, <b>we</b> will pay the reasonable costs that <b>we</b> have agreed in advance for comparable alternative accommodation for <b>you</b> and <b>your</b> domestic pets and horses during the period of time necessary to restore <b>your home</b> to a habitable condition.</p>	<p>a) for the costs of alternative accommodation for more than 36 months in total.</p> <p>b) for any claim for alternative accommodation also submitted under Section One – Buildings.</p>
<p><b>C) Loss of Rent</b></p> <p>Rent <b>you</b> have to pay as occupier if the <b>buildings</b> cannot be lived in following a covered loss.</p>	<p>rent for more than 36 months in total.</p>
<p><b>D) Gifts</b></p> <p>Up to £20,000 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>).</p>	<p>a) for loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy;</p> <p>b) if <b>you</b> have not told <b>us</b> within 60 days of buying the item.</p>
<p><b>E) New Acquisitions</b></p> <p>Up to 25% of the <b>contents sum insured</b> for new items <b>you</b> have bought but which <b>you</b> have not yet told <b>us</b> about.</p>	<p>a) for loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy;</p> <p>b) if <b>you</b> have not told <b>us</b> within 60 days of buying the item.</p>

## Section Two – Contents (continued)

This Section of the insurance also covers	We will not pay
<b>F) 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>G) Loss of Domestic Oil, Gas or Liquefied Petroleum Gas</b> Up to £5,000 during the <b>period of insurance</b> for accidental loss of domestic heating oil, gas or liquefied petroleum gas.	more than £5,000 in total if <b>you</b> claim under Sections One and Two.
<b>H) Increased Metered Water Charges</b> Up to £10,000 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.	more than £10,000 in total if <b>you</b> claim under Sections One and Two.
<b>I) Contents of Guests</b> 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	a) for loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy; b) for loss or <b>damage</b> to their <b>money, valuables</b> or <b>credit cards</b> ; c) if there is any other insurance in place; d) for loss or <b>damage</b> which occurs away from the <b>premises</b> ; e) more than £750 for any one item.
<b>J) Marquees</b> Up to £30,000 for loss or <b>damage</b> to marquees and associated equipment, which are being temporarily loaned to <b>you</b> and for which <b>you</b> are responsible, while at the <b>premises</b> .	a) if <b>you</b> fail to keep to manufacturers or owner's written instructions; b) for loss or <b>damage</b> during erection or dismantling; c) if cover is provided under any other insurance.
<b>K) Family in Residential Care</b> Up to £10,000 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 home.	a) more than £2,500 for any one event of loss or <b>damage</b> for <b>valuables</b> or <b>gold and silver</b> items; b) for <b>money</b> and <b>credit cards</b> ; c) for loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy.
<b>L) Tenants Liability</b> <b>Your</b> legal responsibility as a tenant for loss or <b>damage</b> to the <b>buildings</b> caused by loss or <b>damage</b> that is covered under Section Two.	a) more than 20% of the <b>sum insured</b> under Section Two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed; 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</b> or <b>landslip</b> .

## Section Two – Contents (continued)

This Section of the insurance also covers	We will not pay
<p><b>M) Hole In One</b> Up to £500:</p> <ul style="list-style-type: none"> <li>a) towards expenses <b>you</b> incur; or</li> <li>b) to a charity of <b>your</b> choice</li> </ul> <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>	more than £500 during the <b>period of insurance</b> .
<p><b>N) Fatal Injury</b> Following fatal injury to <b>you</b> caused by fire or assault at the <b>premises</b> or assault elsewhere within the <b>British Islands</b> provided that death ensues within 12 months of injury, <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>a) £50,000 for each insured person aged 16 years or over; and</li> <li>b) £5,000 for each person aged under 16 years</li> </ul> <p>at the time of their death.</p>	for fatal injury to <b>domestic employees</b> .
<p><b>O) Essential Alterations</b> Up to £25,000 in any one <b>period of insurance</b> towards essential alterations to the <b>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.</p>	<ul style="list-style-type: none"> <li>a) for any cost unless <b>you</b> obtain <b>our</b> agreement first.</li> <li>b) for <b>your domestic employees</b>;</li> <li>c) if the <b>permanent physical injury</b> has been self-inflicted;</li> <li>d) more than £25,000 in total if <b>you</b> claim under Sections One and Two.</li> </ul>
<p><b>P) Security Upgrade</b> Up to £10,000 during the <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>	<ul style="list-style-type: none"> <li>a) for any cost unless <b>you</b> obtain <b>our</b> agreement first.</li> <li>b) following any domestic dispute;</li> <li>c) more than £10,000 in total if <b>you</b> claim under Sections One and Two.</li> </ul>
<p><b>Q) 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>.</p>	<ul style="list-style-type: none"> <li>a) for any cost unless <b>you</b> obtain <b>our</b> agreement first.</li> <li>b) following any domestic dispute;</li> <li>c) more than £5,000 in total if <b>you</b> claim under Sections One and Two.</li> </ul>



## Section Two – Contents (continued)

Limits for certain contents	
We will pay up to:	Special conditions or exceptions
<b>A) Outdoor Items</b> £25,000 or 10% of the <b>contents sum insured</b> , whichever is the greater, for garden 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> £10,000 in total for deeds, registered bonds and other personal documents.	
<b>C) Handbags</b> £10,000 or 10% of the <b>contents sum insured</b> , whichever is the greater, for handbags unless specified in <b>your schedule</b> .	
<b>D) Stamps and Coins</b> £5,000 in total for stamps or coins forming part of a collection unless specified in <b>your schedule</b> under Section Three.	
<b>E) Gold and Silver</b> £15,000 in total for <b>gold and silver</b> unless specified in <b>your schedule</b> under Section Three.	
<b>F) Valuables</b> £10,000 in total for <b>valuables</b> unless specified in <b>your schedule</b> under Section Three.	
<b>G) Antiques and Works of Art</b> £25,000 in total for <b>antiques and works of art</b> unless specified in <b>your schedule</b> under Section Three.	
<b>H) Pedal Cycles</b> £5,000 in total for pedal cycles unless specified in <b>your schedule</b> .	
<b>I) Computer Software and Digital Media</b> £10,000 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 policy.	
<b>J) Domestic Machinery</b> £10,000 in total for domestic garden machinery and quad bikes used within the <b>premises</b> , golf buggies, non-motorised trailers and mobility aids.	<b>We</b> will only pay for loss or <b>damage</b> by theft, attempted theft and/or malicious <b>damage</b> if these items are locked in a <b>building</b> when not in use.



## Section Two – Contents (continued)

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Limits for certain contents	
We will pay up to:	Special conditions or exceptions
<b>K) Watercraft</b> £7,500 in total for manually operated rowing boats, punts, canoes, stand-up paddle boards, sailboards or dinghies, including their accessories.	
<b>L) Money</b> £5,000 in total for <b>money</b> .	
<b>M) Credit Cards</b> £25,000 in total 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.

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

#### How we deal with your claim

- 1) If **you** claim for **damage** to the **contents**, **we** will decide whether to repair, replace or pay for any item covered under Section Two.
- 2) For total loss or destruction of any item **we** will pay **you** the cost of replacing the item as new, so long as:
  - a) the new item is as close as possible to, but not an improvement on, the original item when it was new; and
  - b) **you** have paid or **we** have authorised the cost of replacement.
- 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** on page 22.
- 2) **We** will not pay more than the **sums insured** shown on **your schedule**.

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

Please read **your schedule** to see if **you** have insurance cover under this section.

What is covered	What is not covered
<p>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>	<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. chewing, scratching, tearing or fouling by <b>your</b> domestic pets;</li> <li>ii. dyeing, cleaning, repairing, renovating, restoration or being worked on; or</li> <li>iii. 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 £10,000 for any one item of <b>valuables</b> unless otherwise stated in the <b>schedule</b>.</li> <li>e) more than £25,000 for any one item of <b>antiques, works of art</b> and <b>gold and silver</b> unless otherwise stated in the <b>schedule</b>.</li> <li>f) 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> </ul> </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>A) New Acquisitions</b> <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.	a) more than 25% of the <b>sum insured</b> under this Section for <b>Valuables, Antiques and Works of Art, Gold and Silver</b> b) if <b>you</b> have not told <b>us</b> about buying the item(s) within 60 days of purchase.
<b>B) Death of an Artist</b> <b>We</b> will automatically increase the <b>sum insured</b> 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 an independent, professional valuation or purchase receipt which is less than 5 years old at the time of loss or <b>damage</b> and prove such increased value.
<b>C) Defective Title</b> <b>If</b> , during the <b>period of insurance</b> , someone claims that any item listed in the specification of <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 the <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> .

### 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 decide whether to repair, replace or pay for any item that is lost or damaged.

##### 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).

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

If an item forming part of a pair or set is lost or damaged **we** will pay for any subsequent depreciation in value of the pair or set, if applicable.

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

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

If, following a claim, **you** can produce a professional valuation (not more than 5 years old) which has been approved by **us**, and corresponds to the **sum insured**, **we** will treat that value as automatically agreed.

If **we** recover any of **your** items after **we** have paid a claim, **we** will write to **you** at **your** correspondence address shown in the **schedule** and if **you** wish **you** can buy them back from **us** within 60 days. **We** will charge:

- a) the amount **we** paid for **your** claim; or
- b) the fair market value of the item at the time **we** recover it

whichever is less.

### 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** .
- 2) **We** will not pay more than the **sums insured** shown in the **schedule**.

## Section Four – Accidents to Domestic Employees

This section will apply automatically provided **you** have selected Section Two - Contents.

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) arising out of employment and occurring 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:</p> <ul style="list-style-type: none"><li>a) bodily injury (including death or disease) directly or indirectly caused by any motorised or horse-drawn vehicle other than:<ul style="list-style-type: none"><li>i. domestic garden equipment whilst being used within the <b>premises</b>; and</li><li>ii. pedestrian-controlled garden equipment, mobility scooters or wheelchairs or items designed for a child's use.</li></ul></li><li>b) bodily injury (including death or disease) arising 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 60 days in the <b>period of insurance</b>.</li><li>c) fines or penalties, or for damages which are only intended to punish <b>you</b> or to make an example of <b>you</b>.</li></ul>

### Condition 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

Standard cover and will automatically be shown in **your schedule**.

### 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 damages for;</p> <p>a) bodily injury (including death or disease); or</p> <p>b) <b>damage</b> to property;</p> <p>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 damages for;</p> <p>a) bodily injury (including death or disease); or</p> <p>b) <b>damage</b> to property;</p> <p>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 (including death or disease) to;</p> <p>i. <b>you</b>; or</p> <p>ii. any person who at the time of sustaining the injury is engaged in <b>your</b> service;</p> <p>b) for bodily injury (including death or disease) arising directly or indirectly from any communicable disease or condition;</p> <p>c) for <b>damage</b> to property owned by or in the charge or control of;</p> <p>i. <b>you</b> (other than damage to property for which you as tenant have a legal liability to the owner); or</p> <p>ii. any person engaged in <b>your</b> service;</p> <p>d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days during the <b>period of insurance</b>.</p> <p>e) arising directly or indirectly out of any profession, occupation, business or employment.</p> <p>f) which <b>you</b> have assumed under contract and which would not otherwise have been covered by this policy.</p> <p>g) arising out of any criminal acts.</p> <p>h) arising out of <b>your</b> ownership, possession or use of:</p> <p>i. any motorised vehicle other than quad bikes, golf buggies, domestic garden 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
	<ul style="list-style-type: none"> <li>ii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes, stand-up paddle boards, sailboards or dinghies;</li> <li>iii. any animal other than cats, horses or dogs which are not designated as 'dangerous' under the Dangerous Dogs Act 1991 or similar legislation; or</li> <li>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.</li> </ul> <p>i) for any kind of pollution and/or contamination other than;</p> <ul style="list-style-type: none"> <li>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> (excluding mines and quarries); and</li> <li>ii. reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</li> </ul> <p>in which case all pollution or contamination arising out of the accident will be deemed to have happened at the time of the accident.</p> <p>j) 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>k) if <b>you</b> are entitled to payment under any other insurance, including but not limited to any house or travel insurance, until the insurance(s) is exhausted.</p> <p>l) arising out of any goods or products designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by <b>you</b>; or</p> <p>m) for fines or penalties, or for damages which are only intended to punish <b>you</b> or to make an example of <b>you</b>.</p> <p>n) arising out of or in connection with mines or quarries, regardless of the nature of that liability and whether the claim made against you is for bodily injury, <b>damage</b> to property, nuisance, pollution or any other kind of harm.</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>British Islands</b> and which still remain outstanding 3 months after the award has been made provided that:</p> <ul style="list-style-type: none"> <li>I. A claim under Part A ii) of this Section would have been paid, 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> will become entitled to upon making payment.</li> </ul>	
<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 Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>home</b> previously owned and occupied by <b>you</b>.</p>	<ul 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> </ul>

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

#### We will not pay

- a) for pollution or contamination, more than £10,000,000 in all during the **period of insurance**;
- b) for 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 for 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 one event, plus the costs and expenses which **we** have agreed in writing.



## Section Six – Legal Expenses

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Covering **your legal costs and expenses**.

Standard cover and will automatically be shown in **your schedule**.

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

The definitions applying to the whole policy (*on pages 16 - 19*) will include or be substituted with the following definitions for this Section only.

<b>Appointed advisor</b>	The <ul style="list-style-type: none"><li>a) solicitor, accountant, or other adviser appointed by <b>us</b> to act on <b>your</b> behalf;</li><li>b) 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>	A legally enforceable agreement entered into on a common basis between the <b>appointed advisor</b> and <b>us</b> to pay their professional fees on the basis of either <ul style="list-style-type: none"><li>a) 100% “no-win-no-fee” or</li><li>b) where discounted, that a discounted fee is payable.</li></ul>
<b>Conditional fee agreement</b>	A legally enforceable agreement between <b>you</b> and the <b>appointed advisor</b> to pay their professional fees on the basis of either <ul style="list-style-type: none"><li>a) 100% “no-win-no-fee” or</li><li>b) where discounted, that a discounted fee is payable.</li></ul>
<b>Domestic employee</b>	Any person who lives at <b>your home</b> and is employed by <b>you</b> under a contract of service to carry out domestic duties for <b>your</b> household.
<b>Geographical limits</b>	<ul style="list-style-type: none"><li>a) For insured event A: the European Union, the <b>British Islands</b>, Norway and Switzerland except for claims involving travel for up to 90 consecutive days commencing during the <b>Period of Insurance</b> where cover applies worldwide.</li><li>b) For insured event C: the European Union, the <b>British Islands</b>, Norway and Switzerland.</li><li>c) For all other insured events: the <b>British Islands</b>.</li></ul>
<b>Insurer</b>	HDI Global Specialty SE - UK.
<b>Legal costs and expenses</b>	<ul style="list-style-type: none"><li>a) Reasonable legal costs and disbursements reasonably and proportionately incurred by the <b>appointed advisor</b> on the standard basis and agreed by <b>us</b> in advance. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.</li><li>b) In civil claims, other side’s costs, fees and disbursements where <b>you</b> have been ordered to pay them or pay them with <b>our</b> agreement.</li><li>c) The cost of experts’ reports reasonably and properly incurred by the <b>appointed advisor</b>.</li><li>d) Accountancy fees reasonably incurred under insured event G Tax by the <b>appointed advisor</b> and agreed by <b>us</b> in advance.</li><li>e) <b>Your</b> basic wages or salary under insured event I Loss of earnings while attending court or tribunal at the request of the <b>appointed advisor</b> or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.</li></ul>

## Section Six – Legal Expenses (continued)

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	<p>f) The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under insured event J Identity theft where <b>you</b> have taken advice from <b>our</b> Identity theft resolution helpline.</p> <p>g) Accommodation and/or storage costs incurred under insured event M.</p>
<b>Let property</b>	<p>The residential property which is located in England, Wales, Scotland or Northern Ireland and which <b>you</b> let or intend to let under a <b>tenancy agreement</b>.</p>
<b>Reasonable prospects of success</b>	<p>a) Other than as set out in b) and c) below, a greater than 50% chance of <b>you</b> successfully pursuing or defending the claim and if <b>you</b> are seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under insured event C Consumer contracts, there must be a greater than 50% chance of successfully defending the claim in its entirety.</p> <p>b) In criminal prosecution claims where <b>you</b>:</p> <ol style="list-style-type: none"> <li>plead guilty, a greater than 50% chance of successfully reducing any sentence or fine; or</li> <li>plead not guilty, a greater than 50% chance of that plea being accepted by the court.</li> </ol> <p>c) In all claims involving an appeal, a greater than 50% chance of <b>you</b> being successful.</p> <p>Where it has been determined that <b>reasonable prospects of success</b> do not exist, <b>you</b> shall be liable to pay any legal costs incurred should <b>you</b> pursue or defend <b>your</b> claim irrespective of the outcome.</p>
<b>Tenancy Agreement</b>	<p>An agreement <b>you</b> enter to let <b>your let property</b> to a tenant:</p> <ol style="list-style-type: none"> <li>under an assured shorthold tenancy; or</li> <li>under an assured tenancy; as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010; or</li> <li>under a short assured tenancy or assured tenancy as defined by the Housing (Scotland) Act; or</li> <li>in accordance with the Private Tenancies (Northern Ireland) Order 2006; or</li> <li>to a limited company or business partnership for residential purposes by its employees.</li> </ol>
<b>We/us/our</b>	<p><b>ARAG</b> plc who is authorised under an administration agreement to administer this insurance and handle claims on behalf of the <b>Insurer</b>.</p>

## Section Six – Legal Expenses (continued)

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### How to make a claim

#### Telling us about your claim

- a) If **you** need to make a claim under this section, **you** must notify **us** as soon as possible.
- b) If **you** instruct **your** own solicitor or accountant without telling **us**, **you** will be liable for costs that are not covered by this policy.
- c) A claim can be made online at **www.arag.co.uk/newclaims**. Alternatively, **you** can obtain a claim form by downloading one at **www.arag.co.uk/newclaims** or by calling **us** on **0330 303 1955** between 9am and 5pm Monday to Friday (except bank holidays).
- d) **Your** completed claim 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?

- a) **We** will send **you** an acknowledgment by the end of the next working day after the claim is received.
- b) Within five working days of receiving all the information needed to assess the availability of cover under this section, **we** will contact **you** either:
  - i. confirming cover under the terms of **your** policy and advising **you** of the next steps to progress **your** claim; or
  - ii. if the claim is not covered, **we** will explain in full the reason(s) why and advise whether **we** can assist in another way.
- c) When a representative is appointed by **us**, they will try to resolve **your** dispute without delay, arranging Alternative Dispute Resolution, such as mediation, whenever appropriate.
- d) **We** will check on the progress of **your** claim with the **appointed advisor** from time to time. Sometimes matters cannot always be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

### How we deal with your claim

Following an insured event as specified under A to M of Section Six, the **insurer** will pay **your legal costs and expenses** up to £150,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met.

- a) **You** keep to the terms of this policy and cooperate fully with **us**.
- b) The insured event happens within the **geographical limits**.
- c) The claim
  - i. always has **reasonable prospects of success** and
  - ii. is reported to **us**
    - during the **period of insurance**; and
    - as soon as **you** first become aware of circumstances which could give rise to a claim; and
    - within 60 days of rent first becoming overdue where **you** are claiming to pursue rent arrears.
- d) Unless there is a conflict of interest you always agree to use the appointed advisor chosen by us in any claim before proceedings have been or need to be issued.
- e) 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**.

A claim is considered to be reported to **us** when **we** have received **your** fully completed claim form.

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

## Section Six – Legal Expenses (continued)

### Insured Events

#### Covering Legal Costs and Expenses

What is covered	What is not covered
<p><b>A) Personal injury</b> A sudden event that directly causes <b>your</b> physical bodily injury or death.</p>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>a) a condition, illness or disease which develops gradually or over time;</li> <li>b) mental injury, nervous shock, depression or psychological symptoms where <b>you</b> have not sustained physical bodily injury;</li> <li>c) defending any dispute other than an appeal.</li> <li>d) <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>B) Clinical negligence</b> A dispute arising from alleged clinical negligence or malpractice.</p>	<ul style="list-style-type: none"> <li>a) Any claim arising from or relating to a contract dispute;</li> <li>b) Defending any claim other than an appeal.</li> </ul>
<p><b>C) Consumer contracts</b> A dispute arising out of an agreement or alleged agreement which has been entered into by <b>you</b> for:</p> <ul style="list-style-type: none"> <li>a) buying or hiring consumer goods or services;</li> <li>b) privately selling goods;</li> <li>c) buying or selling <b>your home</b>;</li> <li>d) renting <b>your home</b> as a tenant;</li> <li>e) the occupation of <b>your home</b> under a lease.</li> </ul>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>a) disputes with a tenant or leasee where <b>you</b> are the landlord or lessor;</li> <li>b) loans, mortgages, pensions, or any other banking, life or long term insurance products, savings or investments;</li> <li>c) <b>your</b> business activities, trade, venture for gain, profession or employment;</li> <li>d) a contract involving a motor vehicle;</li> <li>e) a settlement due under an insurance policy;</li> <li>f) construction work, or the design, conversion or extension of any building where the dispute arises from; an agreement that <ul style="list-style-type: none"> <li>i. exceeds; or</li> <li>ii. is ancillary to another contract that exceeds;</li> </ul> £10,000 in value including VAT;</li> <li>g) 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> </ul>

## Section Six – Legal Expenses (continued)

What is covered	What is not covered
<p><b>D) Property</b></p> <p>A dispute relating to visible property owned by <b>you</b> following:</p> <ul style="list-style-type: none"> <li>a) an event which causes <b>damage</b> to <b>your</b> physical property, including <b>your home, your let property</b> and other residence owned and occupied by <b>you</b> from time to time provided that for a claim against <b>your</b> tenant <b>you</b> have prepared, prior to the granting of the tenancy, a detailed inventory of the contents and condition of the <b>let property</b> which the tenant has signed;</li> <li>b) 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> </ul>	<ul style="list-style-type: none"> <li>a) The first £250 of any claim under insured event D b), <b>You</b> must pay this as soon as <b>we</b> accept <b>your</b> claim.</li> <li>b) Any claim arising from or relating to: <ul style="list-style-type: none"> <li>i. a contract <b>you</b> have entered into other than a <b>tenancy agreement</b>;</li> <li>ii. any building or land other than <b>your home, your let property</b> or other residence occupied by <b>you</b> from time to time;</li> <li>iii. a motor vehicle;</li> <li>iv. 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>v. defending any dispute under insured event D a), other than defending a counter claim or an appeal;</li> <li>vi. a dispute with any party other than the person(s) who caused the <b>damage</b>, nuisance or trespass.</li> </ul> </li> </ul>
<p><b>E) Employment</b></p> <p>A dispute with <b>your</b> current, former or prospective employer relating to <b>your</b> contract of employment or related legal rights. A claim can be brought as soon as internal procedures as set out in the:</p> <ul style="list-style-type: none"> <li>a) ACAS Code of Practice for Disciplinary and Grievance Procedures; or</li> <li>b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland;</li> </ul> <p>have been or ought to have been concluded.</p> <p><b>You</b> must cooperate fully with ACAS regarding mediation and must not do anything that hinders a successful outcome.</p>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>a) disputes arising solely from personal injury;</li> <li>b) defending a claim other than defending an appeal;</li> <li>c) <b>legal costs and expenses</b> for an employer's internal disciplinary process or an employee's grievance hearing or appeal;</li> <li>d) <b>your</b> employer's or ex-employer's pension scheme;</li> <li>e) the compromise or settlement agreement between <b>you</b> and <b>your</b> employer unless such agreement arises from an ongoing claim under the policy.</li> </ul> <p><b>We</b> will be able to help <b>you</b> find a suitable solicitor to assist with this at <b>your</b> own expense.</p>

## Section Six – Legal Expenses (continued)

What is covered	What is not covered
<p><b>F) Disputes with domestic employees</b></p> <p>A dispute with <b>your domestic employee</b> that arises from:</p> <ul style="list-style-type: none"> <li>a) their dismissal by <b>you</b>;</li> <li>b) the terms of a contract of service or service occupancy agreement between <b>you</b> and <b>your domestic employee</b>;</li> <li>c) an alleged breach of <b>your domestic employee's</b> legal rights under employment laws.</li> </ul>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>a) conducting disciplinary hearings or internal grievance procedures;</li> <li>b) personal injury;</li> <li>c) <b>you</b> pursuing a claim against <b>your domestic employee</b> other than a claim to recover possession of a part of <b>your home</b> or other accommodation provided by <b>you</b> under a service occupancy agreement.</li> </ul>
<p><b>G) Tax disputes</b></p> <ul style="list-style-type: none"> <li>a) A formal enquiry by HMRC into <b>your</b> personal tax affairs including where the <b>you</b> are assessed for tax as a self-employed person.</li> <li>b) A dispute following an HMRC compliance check.</li> </ul> <p>Provided that all returns are complete and have been submitted within the legal timescales permitted.</p>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>a) 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>b) failure to register <b>your</b> business for VAT where required;</li> <li>c) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to <b>your</b> financial arrangements;</li> <li>d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland;</li> <li>e) an investigation by the Fraud Investigation Service of HMRC.</li> </ul>

## Section Six – Legal Expenses (continued)

<p><b>H) Legal defence</b></p> <p>a) Work An alleged act or omission by <b>you</b> that arises from <b>your</b> work as an employee that results in:</p> <ul style="list-style-type: none"> <li>i. the police or others with the power to prosecute interviewing <b>you</b>;</li> <li>ii. a prosecution being brought against <b>you</b> in a court of criminal jurisdiction;</li> <li>iii. civil proceedings being brought against <b>you</b> under unfair discrimination laws.</li> </ul> <p>b) Motor A motoring prosecution brought against <b>you</b>.</p> <p>c) Landlord <b>Your</b> alleged act or omission arising from <b>your</b> legal obligations in relation to <b>your let property</b>.</p> <p>d) Other A formal investigation or disciplinary hearing brought against <b>you</b> by a professional or regulatory body.</p>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>a) owning a vehicle or driving without motor insurance or driving without a valid driving licence;</li> <li>b) a parking offence.</li> </ul>
<p><b>I) Loss of earnings</b></p> <p><b>Your</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>	<ul style="list-style-type: none"> <li>a) Loss of earnings in excess of £1,000.</li> <li>b) Any sum which can be recovered from the court or tribunal.</li> </ul>
<p><b>J) Identity theft</b></p> <p>A dispute arising from the use of <b>your</b> personal information without <b>your</b> permission to commit fraud or other crimes provided that <b>you</b> contact <b>our</b> Identity theft resolution helpline as soon as <b>you</b> suspect that <b>your</b> identity may have been stolen.</p>	<p>The <b>insurer</b> will not pay for any <b>money</b> claimed, goods, loans or other property or financial loss or benefit obtained as the result of the identity theft.</p>

## Section Six – Legal Expenses (continued)

What is covered	What is not covered
<p><b>K) Repossession</b></p> <p>Repossession of <b>your let property</b> provided <b>you</b> have:</p> <ul style="list-style-type: none"> <li>a) demanded rent in writing from <b>your</b> tenant as soon as it is overdue and can provide evidence of this; and</li> <li>b) given the tenant the correct notices for repossession of <b>your let property</b>; and</li> <li>c) a right of possession under either <ul style="list-style-type: none"> <li>i. Schedule 2. Part 1 (grounds 1 to 8); or</li> <li>ii. Schedule 5. Part 1 (grounds 1 to 8); or</li> <li>iii. Part 1, Section 21; or</li> <li>iv. Part 2, Section 33</li> </ul> of the Housing Act 1988 as amended by the Housing Act 1996; the Assured Tenancies (Amendment) England Order 2010 or the Housing (Scotland) Act; or</li> <li>d) a legal right to repossess <b>let property</b> under the provisions of the Private Tenancies (Northern Ireland) Order 2006.</li> </ul>	
<p><b>L) Recovery of rent arrears</b></p> <p>Pursuit of <b>your</b> legal right to recover rent due under a <b>tenancy agreement</b> for <b>your let property</b>.</p>	
<p><b>M) Accommodation &amp; storage costs</b></p> <ul style="list-style-type: none"> <li>a) <b>Your</b> accommodation costs while <b>you</b> are unable to get possession of <b>your let property</b>.</li> <li>b) Storage costs <b>you</b> incur to store <b>your</b> personal possessions while <b>you</b> are unable to reoccupy <b>your let property</b>.</li> </ul>	<p>The <b>insurer</b> will not pay:</p> <ul style="list-style-type: none"> <li>a) accommodation costs exceeding £175 per day and in excess of £5,250 in total;</li> <li>b) storage costs exceeding £50 for each complete week and in excess of £300 in total.</li> </ul>



## Section Six – Legal Expenses (continued)

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

The exclusions below apply to this section in addition to General Exclusions on page 20.

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

- a) **legal costs and expenses** incurred without **our** consent;
- b) any actual or alleged act or omission or dispute happening before, or existing at the start of the **period of insurance** and which **you** believed or ought reasonably to have believed could have led to a claim under this section;
- c) an amount below £100;
- d) an allegation against **you** 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) a deliberate or reckless act on **your** part;
- g) a judicial review;
- h) a dispute arising from or relating to clinical negligence except as provided for an insured event B Clinical negligence;
- i) registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First Tier Tribunal (Property Chamber);
- j) a **let property** which is or should have been registered as a House of Multiple Occupation;
- k) a dispute with **us** not dealt with under Condition 6, or the company that sold this policy;
- l) a group litigation order;
- m) the payment of fines, penalties or compensation awarded against **you**.

### Conditions that only apply to Section Six - Legal Expenses

The conditions below apply to this section in addition to General Conditions on page 22.

#### 1) Your responsibilities.

**You** must

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour;
- b) cooperate fully with **us**, give the **appointed advisor** any instructions required, and keep them updated with the progress of the claim and not hinder them;
- c) take reasonable steps to claim back **legal costs and expenses** and employment tribunal fees and, where recovered, pay them to the **insurer**;
- d) keep **legal costs and expenses** as low as possible;
- e) allow the **insurer** at any time to take over any claim and conduct it in **your** name.

## Section Six – Legal Expenses (continued)

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### 2) Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2) b) below **you** may choose an **appointed advisor**. In all other cases no right exists and **we** will choose the **appointed advisor**;
- b) **You** may choose a qualified **appointed advisor** if
  - i. **we** agree to start legal proceedings or proceedings are issued against **you**;
  - ii. there is a conflict of interest.
- c) Where **you** wish to exercise **your** right to choose, **you** must write to **us** with **your** preferred representative's contact details and cost.
- d) Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** appointed advisor panel and will only pay 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.)
- e) If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, cover will end immediately.
- f) In respect of pursuing a claim, **you** must enter into a **conditional fee agreement** or the **appointed advisor** must enter into a **collective conditional fee agreement**, where legally permitted.

### 3) Consent

**You** must agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of **your** file for auditing and quality control purposes.

### 4) Settlement

- a) **The insurer** has the right to settle the claim by paying its reasonable value.
- b) **You** must not negotiate, settle the claim or agree to pay **legal costs and expenses** without **our** written agreement.
- c) If **you** refuse to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs and expenses**.
- d) **You** must settle the costs arising from insured event J Identity theft in the first instance and make a receipted claim to **us** for reimbursement.

### 5) Barrister's opinion

**We** may require **you** to obtain and pay for an opinion from a barrister regarding the merits or value of **your** claim. If the opinion supports **you**, 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 **you** and **us**. This does not affect **your** right in Condition 6) Disputes below.

### 6) Disputes

If any dispute between **you** and **us** arises from this section **you** can make a complaint to **us** as described on pages 9 and 10 of this policy 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.

### 7) Acts of Parliament

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

## Section Seven – Helplines

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The services under this section are available to **you** during the **period of insurance** and are provided by **ARAG plc**.

**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.

### A) Legal and tax advice

If **you** have a legal or tax problem please take advantage of **our** confidential legal and tax advice helpline. The legal advice helpline is open 24 hours a day, 365 days a year and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within UK, Isle of Man, Channel Islands and EU law or personal tax matters falling within the United Kingdom. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax related matters. **You** can get advice by phoning **0330 303 1429**.

### B) Identity Theft Advice and Resolution Service

This service is available between 9am and 5pm on weekdays (except bank holidays). **We** provide telephone advice to help 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 J when **you** use this helpline. The number is **0333 000 2083**.

### C) Counselling assistance

**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.

The number is **0333 000 2082**.

### D) Consumer and Landlord Legal Services Websites

Register at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter voucher code

- **AFE48BBE98B5** to access **our** digital law guide and download legal documents to help with consumer legal matters.
- **EC426C378CB8** to access **our** digital law guide and download legal documents to help with landlord and tenancy legal matters.

If **you** have problems using the website, please contact **our** digital technical support team. Contact details can be found on the website. **Our** digital technical support team cannot give **you** legal or insurance advice.

## Section Eight – Home emergency

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Standard cover and will automatically be shown in **your schedule**.

Covering emergency costs following an insured event which results in a home emergency.

### Definitions that only apply to Section Eight – Home emergency

The definitions applying to the whole policy *on pages 16 - 19* will include or be substituted with the following definitions for this Section only.

<b>Central heating boiler</b>	<p>A boiler:</p> <ul style="list-style-type: none"><li>a) located in <b>your home</b>; and</li><li>b) which has been serviced no more than 12 months before the date of <b>your home emergency</b>.</li></ul>
<b>Contractor</b>	<p>The contractor or tradesperson chosen by <b>us</b> to respond to <b>your home emergency</b>.</p>
<b>Emergency costs</b>	<ul style="list-style-type: none"><li>a) <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>b) When 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 emergency</b>	<p>A sudden unexpected event which clearly requires immediate action in order to:</p> <ul style="list-style-type: none"><li>a) prevent <b>damage</b> or avoid further <b>damage</b> to the <b>home</b>; and/or</li><li>b) render the <b>home</b> safe or secure; and/or</li><li>c) restore the main services to the <b>home</b>; and/or</li><li>d) alleviate any health risk to <b>you</b>.</li></ul>
<b>Insurer</b>	<p>HDI Global Specialty SE – UK.</p>
<b>Vermin</b>	<p>Brown or black rats, house or field mice and wasps' or hornets' nests.</p>
<b>We/us/our</b>	<p><b>ARAG</b> plc who is authorised under an administration agreement to administer this insurance and handle claims on behalf of the <b>Insurer</b>.</p>

## Section Eight – Home emergency (continued)

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**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.

### How to make a claim

If **you** have a **home emergency**;

- a) Please telephone **0330 303 1427** (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.
- b) **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 event relates to an emergency covered by this section **we** will call out 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.
- c) 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, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW**.
- d) 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.
- e) It is important **you** notify **us** as soon as possible of any claim, and do not call out **your** own contractors as **we** will not pay their costs and it could stop **your** claim being covered.
- f) **You** must report any major emergency which could result in serious **damage** to **your home** or injury, to the Emergency Services or the company that supplies the service.
- g) **Your** call will be answered as soon as possible.

### How we deal with your claim

Following an insured event which results in a **home emergency** the **insurer** will pay **emergency costs** provided that all of the following requirements are met.

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

## Section Eight – Home emergency (continued)

### Insured Events

What is covered	What is not covered
<b>A) Main heating system</b> The total failure or complete breakdown, whether or not caused by accidental <b>damage</b> , of the main heating system (including a <b>central heating boiler</b> , all radiators, hot water pipes and water storage tanks) in <b>your home</b> .	<p><b>You</b> are not covered for any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>a) <b>emergency costs</b> which have been incurred before <b>we</b> accept a claim;</li> <li>b) an insured event which happens within the first 48 hours of cover if <b>you</b> purchase this section at a different time from other sections of this policy;</li> <li>c) <b>emergency costs</b> if there is no one at <b>home</b> when the <b>contractor</b> arrives and access cannot be gained;</li> <li>d) any matter occurring before or existing at the start of the <b>period of insurance</b> and which <b>you</b> believed or ought reasonably to have believed could give rise to a claim under this section;</li> <li>e) any wilful or neglectful act or omission or any third party interference or faulty workmanship which does not comply with the recognised industry standards or manufacturer's instructions;</li> <li>f) a main heating system (including a <b>central heating boiler</b>) which is more than 15 years old;</li> <li>g) LPG fuelled, warm air and solar heating systems or boilers with an output over 60Kw/hr;</li> <li>h) the cost of making permanent repairs including any redecoration or making good the fabric of <b>your home</b>; <ul style="list-style-type: none"> <li>i. once the emergency situation has been resolved;</li> <li>ii. arising from <b>damage</b> caused in the course of the repair or in the course of investigation of the cause of the insured event or in gaining access to <b>your home</b>;</li> </ul> </li> <li>i) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply;</li> <li>j) the replacement of parts that suffer <b>damage</b> or the gradual process of wear and tear over time (for example dripping taps, washers or discs forming part of a tank pipe or tap);</li> <li>k) garages (except a <b>central heating boiler</b> located in a connecting garage), outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks;</li> <li>l) <b>your home</b> being left <b>unoccupied</b> for more than 30 days consecutively;</li> </ul>
<b>B) Plumbing and drainage</b> The sudden <b>damage</b> to, blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within <b>your home</b> , which results in a <b>home emergency</b> .	
<b>C) Home security</b> <b>Damage</b> (whether or not accidental) or the failure of external doors, windows or locks, which compromises the security of <b>your home</b> .	
<b>D) Toilet unit</b> Breakage or mechanical failure of a toilet bowl in <b>your home</b> or cistern resulting in the loss of function.	
<b>E) Domestic power supply</b> The failure, whether or not caused accidentally, of <b>your home's</b> domestic electricity or gas supply.	
<b>F) Lost keys</b> Loss or theft of the only available keys to <b>your home</b> if <b>you</b> cannot replace them to gain normal access.	
<b>G) Vermin infestation</b> <b>Vermin</b> causing <b>damage</b> inside the <b>home</b> or a health risk to <b>you</b> .	
<b>H) Alternative accommodation costs</b> <b>Your</b> overnight accommodation costs including transport to the accommodation following a <b>home emergency</b> which makes the <b>home</b> unsafe, insecure or uncomfortable to stay in overnight.	

## Section Eight – Home emergency (continued)

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What is covered	What is not covered
	<ul style="list-style-type: none"><li>m) goods or materials covered by a manufacturer's, supplier's or installers' warranty;</li><li>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;</li><li>o) <b>subsidence, landslip or heave</b>;</li><li>p) a property that <b>you</b> rent or let;</li><li>q) blockage of supply or waste pipes to <b>your home</b> due to freezing weather conditions.</li></ul>

## Section Eight – Home emergency (continued)

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### Conditions that only apply to Section Eight – Home emergency

The conditions below apply to this Section in addition to General Conditions *on page 22*.

#### 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 becoming aware of a **home emergency**;
- iv. tell **us** as soon as possible of anything that might materially alter **our** assessment of the claim;
- v. cooperate 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 12 months prior to a **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 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, **you** can make a complaint to **us** as described *on pages 9 and 10* 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.



## **HDI Global Specialty SE – UK**

The UK Branch of HDI Global Specialty SE

HDI Global Specialty SE is:

Authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)

Authorised by the Prudential Regulation Authority

Subject to regulation by the Financial Conduct Authority

Subject to limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. (FRN: 659331)

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