



Hiscox Home Insurance
Policy wording



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General terms and conditions

Introduction

A seamless integrated insurance solution.

Please read **your policy** wording, together with any **endorsements** and **your schedule**, very carefully and keep them in a safe place. If anything is incorrect or changes, please notify **us** immediately.

These General terms and conditions apply to **your policy**. **Your schedule** will state whether **your policy** includes home, fine art and/or motor cover.

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General definitions

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

Amount insured

The most **we** will pay as shown in **your schedule**.

Artificial intelligence

Any machine learning, logical, statistical or other algorithm in **computer or digital technology** that can:

1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or
2. adapt or vary its operation proactively, or in response to inputs.

Communicable disease

Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.

Computer or digital technology

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

Computer or digital technology error

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

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

any **computer or digital technology**.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, attempting or resulting in:

1. access to;
2. extraction of information from;
3. disruption of access to or the operation of; or
4. damage to:

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

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

Endorsement

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

European Union

The countries within the European Union.

Excess	The amount you are required to pay as the first part of each agreed claim.
Hacker	Any artificial intelligence , entity or person, including any employee of yours , who gains or attempts to gain unauthorised access to or unauthorised use of any:
	<ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf.
	This definition does not apply to the Personal cyber section of your policy .
Nuclear risks	<ol style="list-style-type: none"> 1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; 2. any products or services which include, involve or relate in any way to anything in 1. above, or the storage, handling or disposal of anything in a. above; or 3. all operations carried out on any site or premises on which anything in 1. or 2. above is located.
Period of insurance	The time for which your policy is in force as shown in your schedule .
Policy	This insurance document and your schedule , including any endorsements . Your schedule will state whether you have selected home, fine art and/or motor covers.
Programs	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.
Schedule	The document showing your name, your address and your insurance details that we sent you when we accepted this insurance or following any subsequent amendment to your cover, whichever is the more recent.
Social engineering communication	Any request directed to you or someone on your behalf by any artificial intelligence , entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.
Solar weather	Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:
	<ol style="list-style-type: none"> 1. is committed for political, religious, ideological, racial or similar purposes; and 2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and <ul style="list-style-type: none"> a. involves violence against one or more persons; b. involves damage to property; c. endangers life other than that of the person committing the action; d. creates a risk to health or safety of the public or a section of the public; or e. is designed to interfere with or to disrupt an electronic system.
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.
War	War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurer named in your schedule in respect of each section of your policy .
You/your	The policyholder named in your schedule and anyone else identified as 'you/your' in the Special definitions of any section of your policy .

Our promise to you

We will:

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

Your promise to us

You must:

1. take care when providing any information **we** ask for and ensure that it is true, accurate and complete. Tell **us** or **your** broker if this information changes. If **you** are in any doubt, please talk to **us** or **your** broker. **We** will tell **you** if a change in information affects **your** insurance; and
2. comply with the terms and conditions of **your policy**, including the terms of each section. If **you** do not, it may affect the validity of **your policy**, **our** ability to pay a claim or the amount **we** pay in respect of a claim.

How to make a claim

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

1. tell **us** or **your** broker as soon as possible if something has happened which may result in a claim. If a crime has been committed, **you** must also tell the police as soon as possible and **you** must provide **us** with a crime reference number;
2. not admit responsibility or make any offer of payment without **our** prior agreement;
3. send any correspondence regarding a claim to **us** or **your** broker if **you** have one, as soon as **you** can;
4. give **us** all the co-operation **we** need to investigate and resolve **your** claim, including providing evidence of the value of any items involved in a claim as well as any other relevant information and documents **we** may reasonably require;
5. allow **us** to take over and deal with the defence or settlement of any claim in **your** name, if **you** are being held responsible for causing an injury or damage to property; and
6. allow **us** to start recovery proceedings in **your** name and give **us** all the assistance **we** need to do this.

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

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

Information you have given us

Reasonable care

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

Deliberately or recklessly given information

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

Carelessly given information

3. If **you** acted carelessly when giving **us** **your** information, several things could happen:
 - a. if **we** provided insurance cover that **we** would not otherwise have offered, **we** will treat this insurance as if it had never existed. If this happens, **we** will give **you**

back **your** premium and **you** must repay any payments already made by **us** under **your policy**;

- b. if **we** would have insured **you** on different terms, **we** will amend **your policy** retrospectively and apply these amended terms to all claims under **your policy**, including any claims **you** have already made; or
- c. if **we** would have charged **you** more premium if **you** had provided accurate information **we** may reduce proportionately the amount **we** pay for a claim. To calculate this **we** will divide the premium **we** actually charged by the premium **we** would have charged and multiply this figure by the amount of the agreed claim.

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

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

Changes to information

- 4. If there are any significant or material changes during the **period of insurance** to any information **you** have given **us**, **you** must let **us** know as soon as possible. This includes anything that could result in any limit within **your policy** not being sufficient, such as acquiring new property. **We** may then change the terms of **your policy**, charge an additional premium or cancel **your policy** in accordance with the cancellation condition.

If **you** do not tell **us** about such change, **we** will be entitled to the remedies set out under 3. a. to c. above with effect from the date of the change.

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

Your obligations

You must:

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

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

Full value

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

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

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

General conditions

Governing law

- 1. Unless agreed otherwise in writing, **your policy** is governed by the law, and any disputes in relation to **your policy** will be dealt with in the courts, of the country within the **United**

Kingdom in which **your** main residence is situated. If **your** main residence is not in the **United Kingdom**, the law and courts of England and Wales will apply.

The most we will pay

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

Multiple insureds

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

Fraudulent claims

4. If any claim is in any way dishonest, exaggerated or fraudulent then **we** will:
 - a. refuse to make any payment in respect of the dishonest, exaggerated or fraudulent claim;
 - b. tell **you** that **we** are terminating **your policy** and back-date the termination to the date of the dishonesty, exaggeration or fraud;
 - c. refuse to make any payment under **your policy** in respect of any claim made or any loss occurring on or after the date of the dishonesty, exaggeration or fraud; and
 - d. not return any premium.
 If **we** discover any dishonesty, exaggeration or fraud, **we**:
 - a. have the right to terminate any other products **you** hold with **us** and share information about **your** behaviour with other organisations to prevent further dishonesty, exaggeration or fraud; and
 - b. may involve the relevant authorities who are empowered to bring criminal proceedings.
 If a dishonest, exaggerated or fraudulent claim has been made under any other policy **you** hold with **us**, **we** may terminate **your policy**.

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

Third parties

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

Cooling-off

6. a. If for any reason **you** feel that **your policy** is not right for **you**, **you** can cancel **your policy** within 14 days of insuring with **us**. If **you** have not made a claim, **we** will return **your** premium in full.
- b. **You** can cancel **your policy** by notifying **us** at any time. If **you** cancel after the first 15 days and have not made a claim, **we** will return a pro-rata proportion of **your** premium.

However, this does not apply to the Travel section of **your policy**.

We will never charge **you** a fee for cancelling **your policy**.

Cancellation by us

7. a. **We** may cancel **your policy**, but **we** will only do so for a valid reason and only after giving **you** at least 30 days' notice, which will be sent by recorded post to the correspondence address shown in **your schedule**.
This does not apply to the Motor physical damage or Motor third-party liability sections of **your policy**, where applicable.
- b. If **we** cover **you** under the Motor physical damage or Motor third-party liability sections of **your policy**, **we** may cancel those sections by giving **you** 14 days' notice, which will be sent by recorded post to the correspondence address shown in **your schedule**.

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

However, this does not apply to the Travel section of **your policy**.

Premium instalments

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

Renewal

9. **We** will write to **you** or **your** broker if **you** have one, at least 21 days in advance of **your** renewal date with **our** offer to renew, or to give **you** plenty of time to make other arrangements if **we** are unable to renew **your policy**. The renewal offer will include the premium and any changes in the terms and conditions for the next period of insurance which, unless **you** have advised **us** otherwise, will automatically proceed if **you** continue to pay **your** premium. Where **we** have agreed to collect this premium automatically, **we** will continue to do so unless **you** tell **us** differently. If **you** do not wish to renew **your** insurance please let **us** know before the renewal date of **your policy**.
If **you** make a claim under **your policy** for loss, damage or liability that occurred after **we** wrote to **you** with **our** offer to renew at the address shown in **your schedule**, but before **your** renewal date, **we** may adjust the terms of **your** insurance and **your** renewal premium accordingly. If **we** are unable to renew **your policy**, **we** will let **you** know.

Premium payment

10. **We** will not make any payment under **your policy** unless **you** have paid the premium due to **us**.
If **you** make a claim under **your policy**, **we** will keep the premium that is due to **us**. If **you** pay **your** premium by instalment **we** will ask **you** to either continue paying **your** premium by instalment or **we** may deduct any outstanding instalment from any claim payment **we** have agreed to make.

Cover under multiple sections

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

Sanctions

12. **We** shall not be deemed to provide cover and shall not be liable to pay any claim or loss or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or loss or provision of such benefit would expose **us**, or would in **our** reasonable view give rise to any appreciable risk of exposing **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 of America, or of any other relevant jurisdiction**.

What is not covered

The exclusions set out below apply to each and every section of **your policy** and shall not be varied by any other provisions in **your policy**. Where the exclusions below are not consistent with any other provision in **your policy**, these exclusions apply and shall override the inconsistent provision.

In addition, other exclusions apply to **your policy** and these are included in the particular sections of **your policy** to which they apply.

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

Deliberate acts

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

Terrorism

2. directly or indirectly due to:
 - a. biological or chemical contamination; or
 - b. any failure in the supply of gas, water, electricity or phone service to **your home**, which is caused by **terrorism**.

Nuclear and radiation

3. directly or indirectly due to any **nuclear risks**.

War	4. directly or indirectly due to war .
Confiscation by authority	5. directly or indirectly due to your property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.
Communicable disease	6. directly or indirectly caused by, contributed to by, resulting from or in connection with: a. any communicable disease ; b. any fear or threat of 6.a. above; or c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.b. above. However, this exclusion does not apply to your liability to any domestic employee .
Other insurance	7. under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.
Solar weather	8. directly or indirectly caused by, contributed to by, resulting from or in connection with: a. solar weather ; b. any fear or threat of 8.a.; or c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 8.a. to 8.b. above.

Claims promise

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

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

Your home and personal possessions

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

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

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

Special definitions for this section

Art and collections

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

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

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

Building

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

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

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

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

Contents

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

We do not include within this definition:

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

Domestic employee

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

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

Drone

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

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

Heave

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

Home

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

Incidental farming

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

Jewellery, watches and valuable items

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

Landslip

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

Money

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

Normal settlement

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

Outbuildings and other structures

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

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

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

Personal possessions	Art and collections, contents, jewellery, watches and valuable items all of which belong to you or for which you are legally responsible.
Subsidence	The downward movement of the ground beneath the building or outbuildings and other structures other than by normal settlement .
Unfurnished	The home is not furnished with kitchen appliances, fixtures and fittings, curtains, carpets, beds and furniture essential for modern living.
You/your	Also includes all permanent members of your household, including domestic employees who live in the home .

What is covered

Home	If your schedule includes cover for your home , we will cover the home physical loss or physical damage which happens during the period of insurance .
Alternative accommodation	If your home cannot be lived in because of: <ol style="list-style-type: none"> 1. physical loss or physical damage we have agreed to pay; 2. physical loss or physical damage to a neighbouring property which results in a local authority or emergency service prohibiting you from accessing your home. This cover only applies if such physical loss or physical damage would have been covered by this insurance had the damage occurred to your home; or 3. a local authority or emergency service issuing an instruction to leave your home or prohibiting you from accessing your home which lasts for more than 24 hours in a row, we will also cover the reasonable costs for alternative accommodation and any ground rent you have paid or are obliged to pay for the period your home cannot be lived in. This includes accommodation for your horses and domestic pets.
Personal possessions	If your schedule includes cover for your personal possessions , we will cover them against physical loss or physical damage which happens during the period of insurance whilst at your home and whilst temporarily removed from your home for no longer than 60 consecutive days anywhere in the world.
Loss or theft of keys	We will pay the costs incurred by you to replace locks and keys to outside doors, windows, safes and alarms of your home as a direct result of loss of keys, or theft of keys, occurring during the period of insurance .
Garden restoration costs	We will cover the reasonable and necessary costs you incur to restore your garden if it is damaged during the period of insurance . If rubbish and waste material has been deposited without your permission on your land at the address shown in your schedule during the period of insurance , we will also pay the reasonable and necessary cost of its removal.
Home upgrades	We will not pay for any costs arising out of damage to your garden or deposit of rubbish or waste material caused by flood or storm.
Additional covers for your home	If we have agreed to pay your claim for physical loss or physical damage caused by flood, we will also pay towards the cost of improvements intended to prevent or minimise the likelihood of a future occurrence of the same type. We will only do this if the covered loss we have agreed to pay is more than £10,000.
Selling your home	If you are selling your home or any part of your home covered by this section of your policy , we will cover the home or the relevant sold part for the buyer against physical loss or

physical damage **we** have agreed to pay, which happens during the **period of insurance**. Cover will start from the time **you** exchange contracts to the time the sale is complete. The other Additional covers do not apply to this cover.

Tracing a leak

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

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

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

The leak must happen during the **period of insurance**.

Building works

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

You must tell **us** if the estimated or quoted value of the above building work is more than £150,000 at least 30 days before the work starts and before **you** enter into any contract for the works.

If the value of **your** building work is more than £150,000 several things could happen. **We** may:

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

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

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

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

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

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

Additional covers for personal possessions

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

Increased cost of working

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

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

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

Metered water and heating oil	We will cover you against the accidental loss of metered water or domestic heating fuel from your fixed heating fuel tank, apparatus or pipes which occurs during the period of insurance .
Money	We will cover your money against physical loss or physical damage which happens anywhere in the world during the period of insurance .
	We do not cover loss of or damage to any electronic, online or crypto currency, including Bitcoin, even where such currency exists in physical form.
Retrieving data	We will pay the costs involved in retrieving your personal data from the computer in your home or from your other personal electronic devices which have suffered physical damage we have agreed to pay.
Students' belongings	We will cover the personal possessions of permanent members of your household in full time education against physical loss or physical damage covered under this section which happens during the period of insurance while they are studying away from home .
	We do not cover theft or attempted theft of personal possessions located within a building unless violence and force are used to enter or leave the building.
Tenants' improvements	<p>We will cover:</p> <ol style="list-style-type: none"> 1. the fixtures and fittings and interior decorations which are fixed to and form part of the structure of your home against physical loss or physical damage which happens during the period of insurance; and 2. the costs incurred to: <ol style="list-style-type: none"> a. find and access the point of escape of a domestic heating fuel leak within your home; or b. find a water leak from your permanent plumbing or heating system, which happens during the period of insurance and is likely to cause damage to the fixture and fittings and interior decorations described in 1. above. We will also pay the cost to make good any damage caused by such work.
	This cover applies where you do not own or are not responsible for insuring the buildings of your home .

What is not covered	In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of your policy .
	<p>We do not cover:</p> <ol style="list-style-type: none"> 1. loss of or damage caused by: <ol style="list-style-type: none"> a. wear and tear, rust, rot, fungus or mould, normal settlement or anything which happens gradually; b. cleaning, repair, renovation, restoration or any similar process; c. pollution or contamination; d. storm or flood to gates, fences, wind turbines, hedges, lawns, plants or trees. This exclusion does not apply to damage caused by falling trees and the cost of removing a fallen tree in order to carry out repairs on such property; e. freezing of water in fixed water tanks, apparatus and pipes while your home is not being lived in for more than 60 days in a row during the months of October through to April. This exclusion does not apply if your home is constantly heated to a temperature of at least ten degrees centigrade during these months; f. subsidence, heave or landslip: <ol style="list-style-type: none"> i. to domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges, fences or wind turbines, unless the main house is also physically damaged at the same time; or

- ii. to solid floors unless the load bearing walls are physically damaged at the same time; or
- g. moths, insects, rats, mice, squirrels, rodents or other vermin and nesting birds.

2. the cost of removing an infestation from **your home**.
3. faulty workmanship or design, or the use of unsuitable or faulty materials.
4. mechanical or electrical faults or breakdown.
5. loss or damage caused by coastal or river erosion.
6. damage caused by flood, storm, **subsidence, heave** or **landslip** to any normally submerged or partially submerged structure. However, this exclusion does not apply to the main **buildings** at **your home**.
7. loss caused by **you** not personally receiving goods or services **you** have paid for.
8. loss of or damage to an item being transported unless it is adequately packed and secured well enough, given the nature of the item and how it is transported.
9. loss or damage from, in or on any unattended vehicle unless the vehicle is locked, the windows are closed and insured items are completely hidden out of sight within the storage compartment, boot or trailer of the vehicle so that the presence of the item cannot be identified.
10. loss or damage to ride on lawn mowers, unless **you** keep them in a locked building when not in use.
11. loss or damage to bicycles left unattended away from **your home** unless:
 - a. i. secured through the frame by a suitable lock to a securely fixed purpose-built motor vehicle roof rack or cycle rack; and
 - ii. the vehicle to which such roof rack or cycle rack is fixed is locked and windows closed; or
 - b. locked to a fixed structure; or
 - c. located within a locked building.
12. motorised vehicles and their accessories other than electric vehicle accessories including home and portable charging stations, cables, adapters and locks, quad bikes, motor bikes under 51cc, electric pedal cycles, e-scooters, golf buggies, domestic gardening equipment, mobility scooters and wheelchairs.
13. sports equipment, quad bikes, motor bikes, electric pedal cycles, e-scooters, or golf buggies while being used, caravans, trailers or marquees.
14. watercraft and their accessories, other than sail boards and surfboards.
15. rowing boats, dinghies or sail boards while being raced.
16. aircraft other than a **drone**. However, **we** do not in any event cover loss or damage arising out of any **drone** flown:
 - a. in any controlled airspace;
 - b. within an aerodrome traffic zone;
 - c. at a height of more than 120 metres above the surface; or
 - d. in any race.
17. land, water or animals.
18. if **you** let any part of **your home** to a lodger:
 - a. loss or damage caused deliberately by **your** lodger; or
 - b. theft or attempted theft unless violence and force are used to enter or leave the **building** or **outbuilding and other structures**.
19. any **building** or **outbuilding and other structures** used for any business activity other than **incidental farming** or work of a clerical and administrative nature.

20. **personal possessions** used for any business activity. This exclusion does not apply to furniture and office equipment where **your** business activity is of a clerical and administrative nature only.
21. electronic data.
22. the cost of maintenance or routine redecoration.
23. any property belonging to visitors or **domestic employees** insured elsewhere.
24. loss or damage to **unfurnished homes** other than by fire, lightning or explosion.
25. damage to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
 - a. a **cyber attack** or fear or threat of a **cyber attack**;
 - b. a **hacker** or fear or threat of a **hacker**;
 - c. **computer or digital technology error**;
 - d. **social engineering communication**; or
 - e. the item's digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

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

How much we will pay

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

We will not pay the cost of preparing a claim.

Excess

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

Building

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

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

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

Contents

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

Tenants' improvements

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

Art, collections, jewellery, watches and valuable items

For **art and collections** and **jewellery, watches and valuable items**, **we** will decide whether **we** repair, replace or pay the market value on the date the loss happened.

Under insurance

Occasionally **we** find that the values declared to **us** for **contents** which are not covered on an unlimited basis, **art and collections** and **jewellery, watches and valuable items** do not represent the amount it would cost to replace all of the items **you** own or are legally responsible for. If this happens **we** will reduce the amount of any claim in proportion with the level of under insurance. To calculate the level of under insurance **we** will divide the **amount insured** by the current replacement cost and multiply this figure by the amount of the agreed claim.

We will only apply this calculation if **we** find that the values given to **us** are less than 75% of the current replacement cost. The calculation will apply both to the **amount insured** for individually listed items and, where relevant, to the overall **amount insured**.

Loss in value	If we repair a damaged item, we will also pay for any loss in value based on its current market value. It is your responsibility to prove the loss in value.
Pairs and sets	If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment we make will take account of the increased value.
Full payment	If we pay the full value for an item, pair or set, we will then have the right to take possession of it.
Recovered item	If we recover any item after we have paid a claim, we will write to you at your correspondence address shown in your schedule and you can buy it back from us within 60 days. We will charge you the lesser of:

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

Your obligations

Drones

You must ensure that:

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

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

Your legal liabilities

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

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

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

Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Domestic employee	Any person working for you in connection with domestic duties or incidental farming duties who is:
	<ol style="list-style-type: none">1. employed by you under a contract of service; or2. self-employed and working on a labour-only basis under your control or supervision.
Incidental farming	Farming, including livery (looking after horses), carried out by you on a part-time basis at the address shown in your schedule , as long as any people you employ for this purpose do not work more than 1,000 hours between them during the period of insurance .
Property damage	Physical loss of or damage to or destruction of tangible property, including the resulting loss of use of such property.
You/your	Also includes all permanent members of your household, including domestic employees who live in the home .

What is covered

Claims against you	<p>We will cover any claim made against you for compensation for which you are legally liable to pay arising from any:</p> <ol style="list-style-type: none">1. bodily injury; or2. property damage, <p>occurring during the period of insurance anywhere in the world.</p> <p>We will also cover the costs and expenses we agree to in advance to defend the claim.</p>
Additional cover	<p>We will also provide you with the following cover up to the corresponding amount insured.</p> <p>We will cover your liability as owner of any land you acquire in the United Kingdom during the period of insurance, for bodily injury or property damage occurring during the period of insurance, provided that:</p> <ol style="list-style-type: none">1. the land has not been acquired for property development, farming activities or any business pursuits;2. there are no buildings on the acquired land; and3. you notify us within 60 days of the acquisition and pay any additional premium we require. <p>We will also cover the costs and expenses we agree to in advance to defend the claim.</p>
Unpaid damages	<p>If, within three months, you have not received the full amount of any damages and assessed costs awarded to you in a personal capacity during the period of insurance by any court of law within the United Kingdom for bodily injury or property damage, we will pay you the amount you are owed. We will only do this if:</p> <ol style="list-style-type: none">1. the incident giving rise to the bodily injury or property damage did not occur in the course of any business activity, profession or occupation;

2. **we** would have covered **your** liability if **you** had caused the **bodily injury or property damage**; and
3. **you** are not waiting for an appeal on the judgment.

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

Cyber claims

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

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

We do not cover:

Limitations in North America

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

Your own property

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

Contractual liability for premises

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

Rectifying defects

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

5. **your** liability arising out of:

Other land or buildings

- a. owning, occupying, using or possessing any land or building not at the address in **your schedule**, other than:
 - i. damage to property for which **you** as tenant are legally liable to the owner; or
 - ii. any land covered under **Additional cover**, Newly acquired land in the United Kingdom;

Revenue generating activities

- b. revenue generating activities, other than:
 - i. letting **your home**, **incidental farming** and clerical and administrative work **you** carry out in **your home**; or
 - ii. as covered under **Your home and personal possessions**, **What is covered**, Open garden and charity events.

Communicable disease

- c. passing on any **communicable disease**. However, this does not apply to **your** liability to any **domestic employee**;

Mechanically propelled vehicles

- d. any mechanically propelled vehicle and their accessories, other than:
 - i. golf buggies, quad bikes and motor bikes under 51cc or their electrical equivalent, including those classed as L1E-B or up to 4kw power output;
 - ii. electric pedal cycles, e-scooters, electric skateboards, hoverboards, segways and powered unicycles, mobility scooters and wheelchairs;
 - iii. domestic gardening equipment; or
 - iv. trailers or non-motorised horseboxes while not being used on a public road or not being towed,

provided that such items are being used in accordance with any laws, regulations, and manufacturers guidelines, but not when being used in any race.

However, **we** will not in any event cover any liability for which **you** are obliged to hold insurance under any compulsory motor insurance laws, rules or regulations.

Racing of vehicles	e. any mechanically propelled vehicle whilst involved in racing, rallies, trials, pace-making or speed testing in any prearranged or organised event or any track use;
Aircraft	f. any aircraft, other than a drone . However, we do not in any event cover your liability arising out of any drone flown: <ol style="list-style-type: none">i. in any controlled airspace;ii. within an aerodrome traffic zone;iii. at a height of more than 120 metres above the surface; oriv. in any race;
Watercraft	g. any watercraft other than rowing boats, dinghies, sail boards and surfboards;
Animals	h. any animal, other than incidental farming livestock, horses, cats or dogs which are not labelled as a 'specially controlled dog' under the Dangerous Dogs Act 1991 or any similar or successor legislation; or
Contracts	i. any contract, unless you would have been legally liable if the contract had not existed.
Pollution or contamination	6. your liability from pollution or contamination of air, water or soil unless this was caused by an accident during the period of insurance in the country in which your home is situated and: <ol style="list-style-type: none">a. you tell us about the accident as soon as possible but no later than 60 days after the end of the period of insurance; andb. you prove that the pollution or contamination was caused immediately after the accident by a sudden, unexpected and identifiable release of pollutant or contaminant.
Business activities	7. your liability arising out of: <ol style="list-style-type: none">a. the provision of any goods or services; orb. you or your employees doing anything for or to a third party for a fee.
Fines and penalties	8. liability for fines or penalties, or for damages intended to punish or make an example of you .
Property insurance	9. your liability arising out of property you own or are legally responsible for, unless you have property insurance in force with us covering your property.
Party walls	10. your liability arising out of loss of or damage to any party wall, including where arising under the Party Wall etc. Act 1996 or any similar or successor legislation.
Non-negligent liability	11. your liability arising out of loss of or damage to property where negligence by the contractor or any sub-contractor cannot be established. However, this does not apply to your Renovation and extension cover for Non-negligent liability, where showing as covered on your schedule .

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

We do not cover:

1. **your** liability arising out of:
 - a. work **your** employees do for **you**, other than clerical and administrative work **you** carry out in **your home**, domestic duties relating to **your home** and gardens or **incidental farming** duties;
 - b. work **your** employees do in the United States of America or Canada after they have been in either or both countries for 90 days in total during the **period of insurance**; or

- c. **bodily injury** which is, or should be, payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme arising in connection with or due to employment; or
- 2. amounts **you** legally have to pay after a judgment or award from courts outside the **European Union, the United Kingdom** or Gibraltar. This also applies to the enforcement of such awards in courts in the **European Union, the United Kingdom** or Gibraltar.

How much we will pay

Costs and expenses

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

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

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

Claims arising from the same incident

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

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

Special limits

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

Drones

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

Employees

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

Defective Premises Act

3. **your** liability under any defective premises legislation;

Pollution or contamination

4. pollution or contamination; and

Motorised items

5. quad bikes and motorbikes under 51cc or their electrical equivalent, including those classed as L1E-B, electric pedal cycles, e-scooters, electric skateboards, hoverboards, segways and powered unicycles, golf buggies, domestic gardening equipment, mobility scooters or wheelchairs or trailers or non-motorised horseboxes while not being used on a public road or not being towed.

Your obligations

Drones

You must ensure that:

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

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

Family legal protection

Your schedule will indicate if **your policy** includes this section.

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

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

How we can help

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

DAS Householdlaw

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

When we cannot help

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

Special definitions for this section

Appointed representative

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

Costs and expenses

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

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

Date of occurrence

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

Preferred law firm

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

Reasonable prospects

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

**Standard terms
of appointment**

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the hourly rate is shown in **your schedule**. This amount may vary from time to time.

Territorial limit

- a. For Insured incident 3 – bodily injury: anywhere in the world.
- b. For Insured incident 2 – contract disputes (excluding 1.c and 1.d): The **United Kingdom**, the **European Union**, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, North Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- c. For all other Insured incidents: the **United Kingdom**.

You/your

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

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

Extra conditions

1. **You** must:
 - a. keep to the terms and conditions of **your policy**;
 - b. try to prevent anything happening that may cause a claim;
 - c. take reasonable steps to avoid incurring unnecessary costs;
 - d. send everything **we** ask for, in writing; and
 - e. give **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
2. a. On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- b. If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- c. If **you** choose a law firm as **your appointed representative** who is not a preferred law firm, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However, if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to **our standard terms of appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is the hourly rate shown in **your schedule**. This amount may vary from time to time.
- d. The **appointed representative** must co-operate with **us** at all times and must keep **us** up-to-date with the progress of the claim.
- e. **You** must give the **appointed representative** any instructions that **we** ask **you** to.
- f. **You** must co-operate fully with **us** and the **appointed representative**.

3. a. **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** express consent.
- b. If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.
- c. **We** may decide to pay **you** the reasonable value of the claim that **you** are claiming or is being claimed against **you**, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our**

own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

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

b. If during the course of a claim **reasonable prospects** no longer exist, the cover **we** provide under this section will end at once. **We** will pay any **costs and expenses** **we** have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. Details available from www.financial-ombudsman.org.uk.

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **us**.

The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
8. If there is a disagreement on the merits of the claim or proceedings, or on a legal principle, **we** may suggest **you** obtain at **your** own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **us** and the cost expressly agreed in writing between **you** and **us**. Subject to this **we** will pay **you** the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence. This does not affect **your** rights under **Extra conditions** 7 above.
9. If any claim covered under this section of **your policy** is also covered by another policy, or would have been covered if **your policy** did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

What is covered

We agree to provide **you** with the insurance in this section, as long as:

- a. the premium has been paid;
- b. **reasonable prospects** exist for the duration of the claim;
- c. the **date of occurrence** of the insured incident is:
 - i. during the **period of insurance**; or
 - ii. during the currency of a previous equivalent legal expenses insurance policy, provided that:
 1. the previous equivalent legal expenses insurance policy required **you** to report claims during its currency;
 2. **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident;
 3. cover has been continuously maintained in force;
 4. any claim that should have been covered under the previous equivalent legal expenses insurance policy will not be covered by **us**; and
 5. the maximum amount **we** will pay is the lesser of the sums payable under this

section or the previous equivalent legal expenses insurance policy;

- d. any legal proceedings, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which **we** agree to, within the **territorial limit**; and
- e. the insured incident happened within the **territorial limit**.

How much we will pay

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

1. the most **we** will pay for all claims resulting from one or more event, arising at the same time or from the same originating cause is the corresponding **amount insured**;
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is the hourly rate shown in **your schedule**. This amount may vary from time to time;
3. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist;
4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section of **your policy**, **we** must agree that **reasonable prospects** exist; and
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What we will not pay

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

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

Insured incidents we will cover

Insured incident 1 – employment disputes

We will pay **costs and expenses** for **your** legal rights following a dispute relating to **your** contract of employment.

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

1. disciplinary hearings or internal grievance procedures;
2. any claim relating solely to bodily injury (please refer to Insured incident – 3 bodily injury);
3. a settlement agreement while **you** are still employed.

Insured incident 2 – contract disputes

We will pay **costs and expenses** for **your** legal rights in a contractual dispute arising from an agreement or an alleged agreement which **you** have entered into in a personal capacity for:

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

Please note that the amount in dispute must be more than £100.

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

1. a lease, licence, or tenancy of land or buildings, or the sale or purchase of land or buildings (other than disputes arising from **you** buying or selling **your** principal **home** or renting **your** principal **home** as a tenant). However, **we** will cover a dispute with a professional advisor in connection with these matters.
2. a dispute relating to an insurance policy, other than when **your** insurer refuses **your** claim.
3. a dispute arising from any loan, mortgage, pension, investment or borrowing. However, **we** will cover a dispute with a professional adviser in connection with these matters.

Insured incident 3 –
bodily injury

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

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

1. any illness or bodily injury which happens gradually.
2. psychological injury or mental illness, unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**.
3. defending **your** legal rights, but **we** will cover defending a counter-claim.
4. clinical negligence (please refer to Insured incident 4 – clinical negligence).

Insured incident 4 –
clinical negligence

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

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

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

Insured incident 5 –
property protection

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

- a. any event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100;
- b. any legal nuisance;
- c. a trespass.

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

We will not pay for:

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

Insured incident 6 –
tax protection

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

Provided that **you** have taken reasonable care to ensure that all returns are complete and

correct and are submitted within the statutory time limits allowed.

We will not pay for:

1. any claim if **you** are self-employed, a sole-trader, or in a business partnership.
2. any investigation, enquiry, or prosecution relating to suspected or alleged dishonesty or suspected or alleged criminal offences.

Insured incident 7 –
legal defence

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

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

We will not pay any claim:

1. relating to parking offences.
2. relating to the driving of a motor vehicle by **you** for which **you** do not have valid motor insurance.
3. resulting from a **cyber attack** affecting stored personal data.

Insured incident 8 –
jury service and
court attendance
expenses

We will cover **your** absence from work:

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

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

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

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

We do not cover the following:

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

Home emergency

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

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

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

How we can help

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

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

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

When **you** phone **us** **we** will ask **you** to confirm:

1. **your** name and **your home** address including postcode; and
2. the nature of the problem.

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

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

When we cannot help

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

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

Special definitions for this section

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

Emergency assistance

The amount shown in **your schedule** for the call-out charge, labour costs, parts and materials for each insured event.

This does not include any amount payable in respect of **hotel accommodation**, replacement boiler costs and temporary heaters.

Hotel accommodation

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

Main heating system

The main hot-water or central-heating system in **your home** which must be gas, oil or electric fired. This includes pipes that connect components of the system, but does not include:

1. cold-water supply or drainage pipes;
2. non-domestic heating or non-domestic hot water systems; or
3. any form of alternative heating system, such as solar heating, biomass, or heat pump (ground source heat pump or air source heat pump).

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

Vermin

1. Wasps' or hornets' nests;
2. rats;
3. mice;
4. grey squirrels;
5. flies;
6. cockroaches; or
7. ants.

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

Extra conditions	<p>If any cost covered under this section is also covered by any maintenance contract, we will not pay more than our fair share (rateable proportion) of the claim.</p> <p>This section is not a maintenance contract. It does not cover the cost of day-to-day maintenance for which you are responsible.</p> <p>We will attempt to provide replacement parts where necessary, but cannot be held responsible if these are delayed or unavailable.</p> <p>We will make every effort to provide the services described in this section at all times, but we will not be responsible for any liability arising from our inability to provide assistance as a result of circumstances beyond our control.</p> <p>If you would like to arrange a central-heating boiler service at your expense, please contact us on the 24-hour home emergency line and advise the operator of your requirements, making it clear you are not making a claim under your policy for an emergency.</p> <p>All permanent repairs are guaranteed for 12 months.</p> <p>You must maintain your home in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of your home.</p>
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What is covered	<p>We agree to cover the costs of:</p> <ol style="list-style-type: none"> 1. emergency assistance following an insured event described below; and 2. hotel accommodation if your home remains uninhabitable overnight following an insured event described below; <p>provided that:</p> <ol style="list-style-type: none"> 1. such insured event is sudden, unexpected and requires immediate corrective action to: <ol style="list-style-type: none"> a. prevent damage or further damage to your home; b. make your home secure; or c. reduce risk to health or difficulty to an insured person; 2. such insured event happens during the period of insurance. <p>A gradually occurring event is not considered an emergency as it is not sudden or unexpected.</p> <p>If we are unable to cover your claim, we will try (if you wish) to arrange assistance at your expense. The terms of such assistance are a matter for you and the supplier.</p> <p>For situations that could result in serious risk to you or substantial damage to your home you should immediately contact the fire, ambulance or police service.</p> <p>If you think there is a gas leak, you should contact the National Gas Emergency Service on 0800 111 999.</p> <p>If there is an emergency relating to another service such as the mains water or electricity supply, you should contact your supplier.</p>
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Insured events

Roof damage	Any physical damage to the roof of your home where internal physical damage has been caused or is likely.
Plumbing and drainage	Physical damage to, or blockage, breakage or leaking of, the plumbing and drainage . We do not cover pipes for which your water supply or sewerage company are responsible.
Heating failure	The failure of the main heating system in your home . We do not cover you where the heating and/or hot water is still fully or partially working in key living rooms in your home .
Power supply failure	The failure of the domestic electricity or gas supply, in the boundaries of your home . We do not cover you where the electricity and/or gas supply is still fully or partially working in key living rooms in your home . We do not cover the failure of the mains supply.
Toilet unit	Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in the complete loss of function of the only toilet, or toilets in your home . We do not cover you if you have another toilet in your home that is working.
Home security	The failure of or physical damage to external doors, windows or locks resulting in your home becoming insecure.
Keys	The only available set of keys to your home is lost, stolen or damaged and you can't replace them, or can't gain normal access to your home .
Vermin	An infestation by vermin in your home which prevents the use of the loft or one or more rooms in your home . We do not cover the removal or control of bees' nests.

How much we will pay

Contractors expenses	We will arrange and pay, up to the emergency assistance limit shown in your schedule , for a contractor to take action for each insured event.
Hotel accommodation	We will pay up to £450 (including VAT), including transport costs, if your home remains uninhabitable overnight following an insured event. You must send us all relevant invoice(s) before we will reimburse you . The decision on whether your home is uninhabitable will take into account whether it would be fair and reasonable for you to remain in your home .
Contribution for replacement boiler	If the total estimated cost of our contractors' labour and replacement parts required to repair your boiler exceeds the emergency assistance limit shown in your schedule , or if the parts are not available, we will not repair your boiler, but we will pay a £250 (including VAT) contribution towards the cost of a replacement boiler.
Temporary heaters	In the event of a claim under Insured events , Heating failure above, we may offer temporary heaters up to £150 (including VAT).

What is not covered

Unoccupied homes	In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of your policy . We do not cover: The costs of an incident that happens when your home has been left unoccupied for 60 or more consecutive days.
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Costs we haven't agreed	The costs incurred by you before we have accepted a claim.
Home maintenance	The costs of normal day-to-day home maintenance that you should carry out or pay for, such as servicing of heating and hot water systems.
Communal areas	<p>The costs of an event that would require us to undertake repairs or any other remedial action to:</p> <ol style="list-style-type: none"> 1. shared or communal areas of a property; or 2. any shared fixtures and fittings, facilities or services outside the legal boundary of your home.
Nobody at home	The costs incurred where our contractor has attended at an agreed time, but nobody aged 18 or over was at your home .
Replacement appliances	The costs, or any contribution towards the costs, of replacing a storage heater or any other heating or domestic appliance. This does not apply to replacement boiler costs.
Repair is uneconomical	The costs of any repair to a boiler, storage heater or any other heating or domestic appliance that is more than the cost of replacing it.
Failure to carry out previously recommended repairs	The costs of an incident which happens because you failed to carry out work or repairs that you were advised to undertake which would've meant the incident didn't happen.
Risk to health and safety	The costs of an incident that cannot be resolved safely by our contractor (or which requires specialist assistance) because there are dangerous substances or materials (such as asbestos) or where conditions make attempting a repair dangerous.
Incorrect installation or repairs	The costs of an incident resulting from a design fault or the incorrect installation, repair, modification or maintenance of equipment or facilities.
Damage caused during repairs	Damage caused by gaining access to carry out repairs. Please be aware under your Home and personal possessions section of your policy there is Tracing a leak cover which may be able to assist you . Please check your schedule for details on how to make a claim.
Main supplies	The costs of an event relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or your failure to buy or provide enough gas, electricity or other fuel.
Connected homes	The failure of, or other issues with the working of, connected home devices, for example where you cannot turn heating or lighting on because of a network outage.
Excluded property, amenities and facilities	<p>An event:</p> <ol style="list-style-type: none"> 1. arising from the malfunction or blockage of septic tanks, cess pits or fuel tanks; or 2. relating to underfloor heating, or hot tubs.
Subsidence, landslip and heave	The costs of an event arising from subsidence, landslip or heave.
Cyber	The costs of an event caused by, contributed to by, or arising from a cyber attack .
Indirect losses	Any losses that are not directly covered by this section of your policy e.g. time taken off work or replacement carpet damaged by a blockage or failure of systems.



Notes



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