



OAK

PART OF THE RSA GROUP

PRIVATE CLIENT
HOME INSURANCE
POLICY

HOME INSURANCE CLAIMS AND ASSISTANCE

Most claims, information and assistance services are available 24 hours a day, 7 days a week. Please quote 'Oak Underwriting' and your policy number when you telephone so that your call can be dealt with as quickly and efficiently as possible.

BUSINESS HOURS CLAIMS REPORTING

Please notify your insurance intermediary or our claims department of a claim as soon as possible.

T: **0333 456 7004**

OUT-OF-HOURS CLAIMS REPORTING

This emergency line is constantly manned if you need to report a claim outside business hours. As part of this service, the skilled operators will also for example, arrange hotel accommodation for you and your family or security guards to patrol your grounds. They are also able to arrange to give you access to specialist advice.

T: **0330 303 1830**

HOME EMERGENCY SERVICE

This service provides up to £1,000 (including VAT) for the call-out charge, labour costs, parts and materials to provide help with an emergency involving roof damage, the main heating system, plumbing and drainage, loss of the domestic power supply, failure of a toilet unit, home security, loss of keys or vermin infestation (including wasps). For full details of the cover, please refer to pages 35-37.

T: **0330 303 1832**

LEGAL PROTECTION CLAIMS REPORTING

Please telephone ARAG 9am to 5pm Monday to Friday (other than Bank Holidays) to request a claim form or download one at www.arag.co.uk/newclaims.

T: **0117 917 1698**

ADVICE HELPLINE

The advice helplines listed below are provided by ARAG plc.

Personal Legal Advice

This service is available 24 hours a day, 7 days a week to provide confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

T: **0330 303 1831**

Tax Advice

This service is available during office hours and provides confidential advice over the phone on UK personal tax matters.

T: **0330 303 1831**

CONFIDENTIAL COUNSELLING

Our confidential telephone counselling service includes, where appropriate, onward referral to relevant voluntary or professional services. Your calls can be taken 24/7 and will not be recorded.

T: **0333 000 2082**

IDENTITY THEFT PROTECTION

Guidance and advice can be given in respect of any concerns about being or becoming a victim of identity theft. This service is available between 8am and 8pm, 7 days a week.

T: **0333 000 2083**

Call Recording

For your protection and to help monitor service standards calls may be recorded and monitored.

HOME INSURANCE

YOUR INSURANCE POLICY

WELCOME TO YOUR HOME INSURANCE POLICY

We are pleased to welcome **you** as an Oak Home Insurance **policyholder** and thank **you** for choosing to insure with Oak. **We** aim to provide the best cover and claims service for all our **policyholders** to give you peace of mind.

Subject to the terms, conditions, limits and exclusions of this insurance, **we** will insure **you** against **loss, damage** or legal liability occurring during any **period of insurance** for which **we** have accepted payment of **your** premium.

This policy sets out clearly what is and what is not covered and, to assist **you**, any words with special meanings have been defined and are in **bold**. It is essential that **you** read **your** policy, **your schedule**, **your** statement of fact and any amendment to cover notice very carefully. All these documents must be read together and any word or phrase which has been explained in this policy will have that meaning wherever it appears.

If **your** policy, **your** schedule or statement of fact are incorrect in any way, please inform **us** or **your** insurance intermediary as soon as possible so what **we** can make the necessary changes.

We have relied on the information **you** have provided to **us**, or has been provided to **us** by **your** insurance intermediary, in addition to any proposal form, declaration and/or any supplementary questionnaires in deciding to accept this insurance and in setting the premium and terms. This information is detailed on **your schedule** and in the statement of fact.

There are conditions of the insurance that **you** will need to meet as **your** part of this contract on pages 45 to 47. The conditions set out the changes in circumstances that could affect **your** cover and when **we** would cancel **your** policy. Please take the opportunity to read the Policy Conditions.

In addition, please remember that **you** are required to tell **us** as soon as possible of any changes to this information where this occurs during the **period of insurance** or at renewal of the policy. Failure to do so may invalidate **your** policy or may result in any **loss, damage** or legal liability, not being covered under **your** policy.

If **you** are in any doubt regarding the meaning of a question or the information being requested of **you** please contact **us** or **your** insurance intermediary.

Under the Laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law applicable to this contract, to the extent permitted by those Laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom, in which **you** live.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the **United Kingdom**, the Channel Islands or the Isle of Man in which **you** live.

On behalf of everyone at Oak we wish **you** and **your** family an incident-free year with Oak Home Insurance.

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HOME INSURANCE

DEFINITIONS

The words and phrases shown in **bold** have special meanings and are either defined below or more specifically elsewhere in this insurance.

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| Accidental death and/or dismemberment amount | <p>The following types of loss and subsequent benefits up to £100,000 unless otherwise stated here or elsewhere in the policy:</p> <ol style="list-style-type: none">1 loss of life £100,000;2 loss of speech or loss of hearing, and one of the following:<ul style="list-style-type: none">• loss of one hand;• loss of one foot;• loss of sight in an eye.£100,000;3 loss of a combination of any two of the following:<ul style="list-style-type: none">• loss of one hand;• loss of one foot;• loss of sight in an eye.£100,000;4 loss of speech and loss of hearing £100,000;5 loss of both feet £100,000;6 loss of both hands £100,000;7 loss of sight in both eyes £100,000;8 loss of speech £50,000;9 loss of hearing £50,000;10 loss of one hand £50,000;11 loss of one foot £50,000;12 loss of sight in one eye £50,000;13 loss of thumb and index finger £25,000;14 mutilation £25,000. |
| Accidental death and/or dismemberment loss | <p>The loss of life, loss of speech, loss of hearing, loss of one hand, loss of both hands, loss of one foot, loss of both feet, loss of sight in one eye, loss of sight in both eyes, loss of thumb and index finger, or mutilation directly arising from a car jacking, aggravated burglary, aggravated assault, hijacking, kidnap or child abduction incident and satisfying all of the following:</p> <ol style="list-style-type: none">1 but for the incident, the death or dismemberment is sudden, unexpected and unforeseen;2 it is independent of any illness, disease or other bodily malfunction;3 it arises from a source external to the victim;4 it occurs within 12 months of the incident. |
| Aggravated assault | <p>An unlawful act of violence or threat of violence to you by a person who has unlawfully taken or attempted to take, any possessions belonging to you whilst away from your home.</p> |
| Aggravated burglary | <p>An unlawful act of violence or threat of violence to you or your guest by a person who has gained unlawful entry into a home listed in your schedule, a temporary residence, vessel or motor home, while you or your guest are present.</p> |
| Air rage | <p>Actual physical bodily injury to you by a violent person unknown to you, while you are occupying an aircraft as a passenger.</p> |
| Beneficiary | <p>The person or entity to be paid the benefit if a victim suffers a covered loss of life, in the following order:</p> <ol style="list-style-type: none">1 spouse of the victim who lived with the victim;2 domestic partner of the victim who lived with the victim at the address shown in your schedule if there is no spouse;3 equal shares to the surviving children of the victim if there is no domestic partner;4 equal shares to the surviving parents of the victim if there are no children;5 equal shares to the surviving siblings of the victim if there are no parents;6 the estate of the victim if there is none of the above. |
| Bodily injury | <p>Physical bodily harm, including resulting sickness or disease, or death arising from physical bodily harm.</p> |

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| Buildings | Any permanent structure including any items fixed to or forming part of the structure at your home which you own or are legally responsible for loss or damage to, including: <ol style="list-style-type: none"> 1 Outbuildings; 2 Underground service pipes, cables, septic tanks, sewers, drains, domestic fuel tanks, solar panels and wind turbines serving the home. |
| Business | A trade, full or part-time employment, occupation or profession. |
| Business contents | Office furniture and equipment, stationery, office supplies, software, books, records and documents all belonging to you or your employment for which you are legally responsible. Business contents does not include business stock or business money or credit cards . |
| Car jacking | The forced and unlawful removal or detention of you whilst operating or occupying a private passenger vehicle, motorcycle or motor home that you own or rent, or the forced and unlawful removal or detention of an insured relative whilst operating or occupying a private passenger vehicle, motorcycle or motor home owned or rented by you , with your permission. |
| Child abduction | The unlawful taking or detention of one or more of your children or one or more children under your care, under the age of 13 years. |
| Contents | The household goods and personal belongings that you own or are legally responsible for: |
| Credit card(s) | Cheque, credit, charge, debit, cash dispenser and bankers' card(s). |
| Damage | Physical loss, physical damage or physical destruction. |
| Domestic duties | Those duties relating to you, your home and gardens, including general maintenance but excluding demolition, alterations, extensions or renovations. |
| Domestic employee | Any person who is: <ol style="list-style-type: none"> 1 employed by you under a contract of service; 2 self-employed and working on a labour-only basis under your control or supervision; in connection with domestic duties, incidental office duties or incidental farming activities , including housekeepers, cleaners, nannies, gardeners, grooms, butlers and maids. |
| Domestic garden machinery | Powered lawn mowers, scarifiers, strimmers, brush cutters, leaf sweeping machines, outdoor vacuum/blower equipment, chain saws, hedge cutters, attachments and accessories of all types and designs used for private purposes and kept at the home . |
| Environmental building materials | A product that meets the industry recognised standard for that product category attributed to one or more of the following: <ol style="list-style-type: none"> 1 use of less energy, water and/or natural resources; 2 use of less energy, water and/or natural resources in their creation; 3 providing a healthier environment for you. |
| Excess(es) | The first amount of each and every claim that you must pay. All claims arising out of one incident of loss or damage will be treated as one claim. |
| Fine art and antiques | Individual items, collections and sets which are of artistic merit, historical value, novel, rare and/or unique including: <ol style="list-style-type: none"> 1 antique and designer-made furniture, paintings, drawings, etchings, prints, photographs, tapestries, carpets, rugs, books and manuscripts; 2 sculptures (inside or outside the home), ornaments, porcelain and glass; 3 clocks, barometers, mechanical art and objets d'art; 4 those made of precious metals or precious stones including gold, silver, platinum, pewter and plate; 5 stamp and coin collections, wines, memorabilia and other collectibles such as models, dolls and guns. all belonging to you , or for which you are legally responsible. |

HOME INSURANCE

DEFINITIONS (continued)

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| Fixtures & fittings | All items that are fixed to and form part of the structure of your home including: <ol style="list-style-type: none">1 interior decorations including wallpaper, murals and stencilling;2 bathroom suites;3 fitted domestic appliances;4 fitted kitchens;5 fitted furniture;6 flooring. |
| Funds | Credit balances in your name held at a financial institution. |
| Guest | Any person invited by you into a home listed on your schedule . |
| Heave | Upward and/or lateral movement of the site on which your buildings stand caused by the swelling of the ground. |
| Hijack | The unlawful detention of you by violence or threat of violence by a person or group unknown to you , where such unlawful detention exceeds four hours while in or aboard a commercial vehicle or vessel. |
| Home | The private dwelling, and its outbuildings shown at the risk address on your schedule . |
| Incident | Any loss or accident to which this insurance applies including continuous or repeated exposure to the same general harmful conditions, which first occurs during the period of insurance . |
| Incidental farming activities | Part-time farming activities including hunting, shooting, fishing and the provision of stabling and livery (but not riding schools and establishments) at the home provided that, during the period of insurance , the hours worked by all employees does not exceed 1,500 hours and the total gross annual revenue does not exceed £25,000. |
| Incidental farming property | Non self propelled farm machinery and equipment, animal medicines, feedstuffs, bedding and livestock handling equipment at the home listed in your schedule . |
| Incidental office duties | Clerical, secretarial, financial and administrative tasks undertaken by you , in connection with your business . |
| Injury | Bodily injury, death, disease, illness. |
| Insured relative | The following relatives of the person named in your schedule and a spouse or domestic partner who lives with that person at the address shown in the schedule : <ol style="list-style-type: none">1 children, their children or other descendants of theirs;2 parents, grandparents or other ancestors of theirs, including adoptive parents, stepparents and step grandparents;3 siblings, their children or other descendants of theirs; who do not live with you , including spouses or domestic partners of all of the above. |
| Jewellery and watches | |
| Jewellery | Collections of, or individual items of, personal adornment containing gemstones or pearls, silver, gold, platinum or other precious or semi-precious metals, set and unset gemstones. |
| Watches | Collections of, or individual items of, personal time keeping devices, designed to be carried or worn on the person. |
| Kidnap | The unlawful detention of you (except a minor by its parent or lawful guardian) by violence or threat of violence by a person or group unknown to you , for the purpose of demanding a ransom as a condition of your release. |
| Landslip | Downward movement of sloping ground. |
| Loss | Physical loss, physical damage or physical destruction. |

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| Loss of one foot or both feet | The permanent and total loss of function of either one or both feet, as determined by a medical professional . |
| Loss of one hand or both hands | The permanent and total loss of function of either one or both hands, as determined by a medical professional . |
| Loss of hearing | The permanent and total loss of hearing in both ears, as determined by a medical professional . |
| Loss of life | Death, including clinical death, as determined by a medical professional or similar local medical authority. |
| Loss of sight | The permanent and total loss of sight in either one or both eyes, as determined by a medical professional . |
| Loss of speech | The permanent loss of the capability of speech, as determined by a medical professional . |
| Loss of thumb and index finger | The permanent and total loss of function of a thumb and index finger, on the same hand, as determined by a medical professional . |
| Medical expenses | The costs incurred for: <ul style="list-style-type: none"> 1 medical (excluding psychiatric), surgical, x-ray and dental treatments; 2 ambulance, hospital and professional nursing fees; 3 prosthetic devices and funeral expenses. |
| Medical professional | A person who is licenced as a medical doctor and/or physician under the laws of the country in which treatment is given, who is qualified to diagnose and practice such medical treatment and is regulated by their professional body and/or the individual country. |
| Money | Your money belonging to or held by you for personal purposes including: <ul style="list-style-type: none"> 1 current cash, cheques, travellers cheques, postal orders, money orders and bank drafts; 2 travel and other tickets and vouchers with a fixed monetary value, phone cards and current postage stamps; 3 savings stamps and certificates, premium bonds and share certificates. |
| Motorised sit-in toy or miniature vehicles | Self propelled, small scale models, however powered (including small size motor cycles with an engine size not exceeding 50cc) not designed for road use, and children's powered go-carts, used within the grounds of the home but not including construction or contractors plant type machinery whether of small scale or otherwise. |
| Motor vehicles | Any wheeled or tracked vehicle, powered by an internal combustion, electric motor or steam engine and their accessories except for quad bikes, motorised sit-in toy or miniature vehicles, domestic garden machinery , electrically assisted cycles, golf buggies used for golfing purposes, motorised wheelchairs and mobility scooters not registered for road use. |
| Mutilation | The complete severance of an entire finger; toe, ear, nose or genital organ, as determined by a medical professional . |
| Outbuildings | Other permanent structures at the home noted on your schedule used for domestic purposes. |
| Period of insurance | The period for which this insurance is in force as shown in your schedule . |
| Quad bikes | All terrain vehicle (ATV) not designed for or registered for road use whether of three, four or more wheeled design and construction and spare parts and accessories owned or used in conjunction with the ATV. |
| Road rage | Actual physical bodily injury to you or your chauffeur by a violent person unknown to you while you or your chauffeur are occupying a private motor vehicle. |

HOME INSURANCE

DEFINITIONS (continued)

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|------------------------------|---|
| Schedule | The most recent document detailing the person or persons insured, the period of insurance , which sections of cover are in force, where appropriate the sums insured and any endorsements which amend the standard policy wording. |
| Stalking threat | Protection against the threat of stalking, physical injury, harassment or damage to your home during the period of insurance caused by a third party who is subject to an injunction, or order of a court of competent jurisdiction issued to protect you . |
| Structural alteration | Repair of, or work on buildings or outbuildings involving any of the following: <ol style="list-style-type: none">creation of additional habitable areas;alteration of foundations;creation of new openings in external walls (other than solely for pipe and ventilator access); and/or removal of: <ol style="list-style-type: none">any load bearing wall, pier, pillar or other parts thereof;demolition of any part of the buildings or outbuildings. |
| Subsidence | Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves. |
| Sum insured | The maximum amount we will pay or the agreed value stated in your schedule . |
| Temporary residence | A private: <ol style="list-style-type: none">house or flat not owned by you;sleeping quarter(s) in a hotel, motel, inn, villa, spa or resort;sleeping quarter(s) on a commercial ocean liner, or other similar commercial vessel; that you are occupying or visiting by invitation. |
| Tenants improvements | Improvements, alterations or decorations which have been undertaken by you or a previous occupier as tenants, and you do not own or are not responsible for insuring the buildings of your home . |
| United Kingdom | England, Wales, Scotland, Northern Ireland, Isle of Man and the Channel Islands. |
| Total Loss | The complete loss of insured property, or damage which would cost more than the value at the time of the incident to repair, restore or replace the insured property. |
| Unoccupied | When your home has not been lived in during the day or overnight by you , or anyone with your permission for more than 60 consecutive days in a row. |
| Valuables | Fine art and antiques, jewellery, watches and guns, that you own or are legally responsible for. |
| Victim | The person(s) listed below who suffers an accidental death and/or dismemberment loss after one of these incidents : <ol style="list-style-type: none">you if an aggravated assault, hijacking or kidnap incident;you or a guest if an aggravated burglary incident;you or an insured relative if a car jacking incident;your child(ren) or a child(ren) under your care if a child abduction incident. |
| Voluntary work | Voluntary work for; unpaid work as a director or officer of, a registered charity or other non-profit seeking organisation. |
| We/us/our | Oak Underwriting Plc. |
| You/your/policyholder | The person(s) named in the schedule as the policyholder and, other than in respect of Liabilities, Section 3 Domestic Employers Liability, all members of their household (including domestic employees and those in full time education) who permanently reside with them at the home and, where applicable, their personal representatives. |

HOME INSURANCE BUILDINGS

The Buildings cover of this policy only applies if shown on **your schedule**.

HOW WE WILL SETTLE CLAIMS

We will pay the cost of repairing or replacing insured **damage** to **buildings, outbuildings** or **tenants improvements** but not the cost of extending, refurbishing or improving the **buildings, outbuildings** or **tenants improvements**.

If the repair or replacement work is not carried out, **we** will pay the lessor of:

- the decrease in market value of **your buildings** due to the **damage**;
- the cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.

We will also pay the costs incurred with our agreement, for:

- 1 architects, surveyors, consulting engineers, legal and other fees to repair, rebuild or replace the **buildings** or **outbuildings**;
- 2 clearing the site and making the site and **home** safe;
- 3 complying with government or local authority requirements (provided the **buildings** and **outbuildings** were originally built according to any government and local authority regulations in force at the time).

we will not pay:

- i fees and costs relating to undamaged parts of the **buildings** and/or **outbuildings**;
- ii fees and costs incurred in preparing **your** claim;
- iii costs for any requirements notified to **you** before the **damage** occurred.

INFLATION PROTECTION

We will also increase the **sum insured** shown in **your schedule** automatically, by the amount shown in the Royal Institution of Chartered Surveyors House Rebuilding Cost Index, or similar appropriate index, being used by **us** and future renewal invitations will be based on the adjusted amount. For **your** protection **we** will not reduce the **sum insured** if the index moves down; unless **you** ask **us** to.

BASIS OF SETTLEMENT

If **you** have previously provided **us** with, and **we** have accepted, a full independent professional valuation which is no more than three years old at the time of the **loss**, **we** will pay the cost of the repair or reinstatement up to 150% of the **sum insured** shown in the **schedule**.

Where **you** have not provided **us** with a full independent professional valuation, which is no more than three years old at the time of the loss, **we** will pay the cost of repair or reinstatement up to the **sum insured** shown in the **schedule** plus the cost of alternative accommodation, as provided for by the policy.

In the event of **damage** to part or part(s) of a fitted bathroom suite, sanitary installation or fitted kitchen **we** will pay the cost of renovation, repair or replacement. If it is not possible to repair or replace the component **we** will pay for a replacement suite of similar quality and specification, including waste fittings, taps and component parts.

DEDUCTION OF EXCESS

The **excess** shown on **your schedule** will apply to each and every claim unless stated otherwise.

EXCESS WAIVER

Where a claim:

- exceeds £25,000;
- or is for **damage** to **buildings** arising from **aggravated burglary**;

no **excess** will be deducted.

However this waiver does not apply:

- To claims resulting from **subsidence, heave** or **landslip**;
- To any **home unoccupied** at the time of the **loss**;
- When **we** have imposed an **excess** by endorsement to **your schedule** which applies to the claim.

AUTOMATIC REINSTATEMENT OF SUM INSURED

Provided that **you** carry out any recommendations we make to reduce any further **damage** or injury within the timescales advised, **we** agree that **we** will reinstate **your sum insured** from the date upon which **we** are advised that the repairs have been completed.

HOME INSURANCE BUILDINGS (continued)

THE COVER

We will insure **you** for **damage** to **buildings, outbuildings** and **tenants improvements** during the **period of insurance**.

THE EXCLUSIONS

We will not pay for:

- 1 any **loss** or **damage** for which compensation will be provided or which, but for the existence of this insurance, would have been provided under any contract, legislation guarantee or other more specific insurance;
- 2 the cost of routine maintenance and decoration;
- 3 **damage** resulting directly or indirectly from any building works and/or heat processes (including restoration, repair, redecoration, maintenance or other similar work) where:
 - i the estimated value of all phases of work in a project is £100,000 or more, including VAT and materials supplied by **you** and/or;
 - ii there is **structural alteration** of the **home**;
- 4 **damage** caused by or comprising:
 - i storm, wind, weight of snow or flood to gates (other than electrically operated gates), hedges, fences, trellises, docks, wharves and piers unless **your home** is damaged at the same time by the same cause;
 - ii frost;
 - iii inherent defect, defective design, defective workmanship or the use of defective materials but resultant **damage** is covered unless another exclusion applies;
 - iv exposure to light, wet and dry rot, rising damp, fungus, mould, infestation;
 - v insects, rodents or vermin other than by squirrels in a sudden, identifiable and unexpected event;
 - vi chewing, scratching, tearing and fouling by domestic pets other than domestic cats and dogs. The most **we** will pay is £7,500 for any one claim and a total of £15,000 in any **period of insurance**;
 - vii normal settlement, shrinkage, warping, corrosion, wear and tear or other gradually operating causes including but not limited to rust, oxidation, smoke, smudge and any deterioration of the **buildings** or **outbuildings**;
 - viii **subsidence** **landslip** or **heave**:
 - a to swimming pools, swimming ponds, ornamental ponds, fountains, hard tennis courts, terraces, patios, driveways, footpaths, boundary and garden walls, bridges, gates, fences, septic tanks and fixed domestic heating fuel tanks unless there is **damage** to the **home** at the same time and by the same cause;
 - b resulting from:
 - coastal or river erosion;
 - gradual erosion of the edges of cliff faces or quarry workings;
 - demolition, construction, **structural alteration**;
 - the movement of solid floor slabs unless there is damage to the foundations under the external walls at the same time and by the same cause;
 - new structures bedding down;
 - the settling of newly made up ground;
 - foundations which fail to meet the buildings regulations at the time of construction;

- 5 **damage** whilst the **home** is **unoccupied** caused by
 - i theft, attempted theft, vandalism and malicious acts unless from the outset, all security protections are in full and effective operation;
 - ii **damage** to, or resulting from, or water freezing in, or suddenly leaking from, fixed domestic water and heating installations, water beds, fish tanks and domestic appliances unless from the outset the water supply is turned off at the mains and all systems (to include fixed water tanks, apparatus and pipes) drained or the entire **home** is heated to a constant minimum temperature of 10°C between the months of October and April;
 - iii oil leaking from any fixed domestic heating installation.

ADDITIONAL COVERS

We will also pay:

1 Reward

Following a covered **loss** a reward of up to £5,000 to any individual or organisation (but not **you** or the police) for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in **damage** or **loss**.

2 Alternative accommodation and loss of rent following insured damage

We will pay:

- a the cost of comparable alternative accommodation for **you**, **your** pets and horses for up to 5 years, as well as the cost of taking the **contents** of **your home** to the alternative accommodation;
- b loss of rent and ground rent payable by you for up to 5 years;
- c loss of rent and ground rent payable to you for up to 3 years;

from the date of the damage where as a direct result of insured damage covered under this policy, the home cannot be lived in provided your policy remains in force throughout.

3 Alternative accommodation and loss of rent following forced evacuation

We will pay:

- a the cost of comparable alternative accommodation for **you**, **your** pets and horses as well as loss of rent and ground rent payable by **you** or to **you** for up to 1 year from the date of evacuation;
- b up to £5,000 for emergency clothing or other emergency provisions that **you** need where **you** are prohibited access to the home by a local or police authority as a direct result of damage to neighbouring property which would otherwise have been covered by this insurance had **your home** been damaged.

4 Underground services

The cost of repairing or replacing underground service pipes, cables and sewers, septic tanks and drains providing services to or from **your home** for which **you** are legally responsible following damage.

We will not pay any costs:

- 1 recoverable elsewhere including, if insured by **your** landlord, loss of rent and ground rent payable by **you**;
- 2 incurred before **you** obtained our consent unless immediate action was required for safety reasons;
- 3 following completion of repairs to the **buildings** or **tenants improvements**.

We will not pay any costs:

- 1 recoverable elsewhere including, if insured by **your** landlord, loss of rent and ground rent payable by **you**;
- 2 incurred before **you** obtained **our** consent unless immediate action was required for safety reasons;
- 3 following a lifting of the prohibition on access to **your home** by the relevant local or police authority or similar body.

HOME INSURANCE

BUILDINGS (continued)

5 Tracing leaks

We will pay the cost of tracing the source of an escape of water, gas, oil or Liquefied Petroleum Gas (LPG), from inside the **home** from any fixed domestic water or heating installation and any resulting repairs to floors, walls and ceilings or from underground service pipes outside the **home** for which **you** are legally responsible.

6 Domestic oil leakage

Up to 5% of the **buildings sum insured** but no more than £50,000 in any one **period of insurance** for the cost of cleaning up contamination or pollution of soil and/or water at the **home** caused by a sudden, unforeseen and identifiable oil leakage from **your** domestic oil installation.

7 Garden re-landscaping

Up to 10% of the **buildings and outbuildings sum insured** in any one **period of insurance** for the re-landscaping of the gardens of **your home** to restore them to their previous condition following **damage** to the **buildings** or **outbuildings** resulting from fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, civil disturbance, vandalism or malicious acts, falling trees, telegraph poles, lamp posts, pylons or the emergency services.

8 Trespass protection

Up to £50,000 in any one **period of insurance** to restore the land at **your home** to the same condition immediately prior to the **damage** occurring following any unlawful trespassing, including the removal of any items(s) left behind by the trespassers and any other costs incurred by **you** that are not covered under the garden re-landscaping section of this policy.

9 Temporary removal of fixtures and fittings

Up to 10% of the **buildings sum insured** for insured **damage** during the **period of insurance** to permanent **fixtures and fittings** removed from the **buildings** for up to 60 days for repair, restoration or safekeeping.

10 New fixtures and fittings

Up to 10% of the **buildings sum insured** but no more than £100,000 for **damage** to new **fixtures and fittings** installed in the **home** provided that **you** notify us within 60 days of the date of delivery and pay any additional premium **we** require.

Following the 60th day **we** reserve the right not to insure the newly acquired **fixtures and fittings**.

We will not pay:

- 1 for any **loss** or **damage** to the water or heating installation;
- 2 more than the **buildings sum insured**.

We will not pay for these costs:

- 1 when the **home** is **unoccupied** at the time when the leak started.

We will not pay:

- 1 more than £2,500 for the removal and/or replanting and/or replacing of any one tree, plant or shrub;
- 2 for any **damage** to paddocks and woods;
- 3 costs relating to undamaged part of the gardens.

We will not pay unless, upon discovery of the trespass, the police authority are notified immediately.

We will not pay for **damage** to **fixtures and fittings** in transit or in an unattended vehicle unless the vehicle is secured using all installed security devices when left unattended.

We will not pay:

- 1 if the installation requires any **structural alterations** to the **buildings**;
- 2 if there is a contractual requirement for **you** to effect specific insurance.

11 Unfixed building materials

Up to 10% of the **buildings sum insured** for **damage** to newly acquired unfixed building materials and supplies owned by you and kept within the boundaries of **your home** for use in the construction, maintenance or alteration of **your home**.

12 Locks and keys

We will pay for the cost of replacing the lock mechanisms or keys to the **home** including alarms, safes and strongrooms of the home where the keys have been lost or stolen.

There is no **excess** applicable to this cover.

13 Emergency access

Up to £2,500 towards the cost of repairing or replacing the **buildings** as a result of **damage** following forcible entry to **your home** to attend a medical emergency.

14 Preventative measures

We will pay:

- a up to £1,000 following an insured **loss** exceeding £10,000 (not including any payment under this section), but not exceeding £25,000;
- b up to £2,500 following an insured **loss** exceeding £25,000 (not including any payment under this section), but not exceeding £50,000;
- c £5,000 following an insured **loss** exceeding £50,000 (not including any payment under this section);

towards the cost of alternations or installations, which **we** agree with **you**, to prevent or mitigate future **loss** by the same cause, where the cause of **loss** was escape of water, fire, storm or flood.

15 Special alterations to the home

Up to £25,000 towards the cost of essential alterations to or adapting the **home** necessitated by **your** identifiable physical injury caused directly by a sudden and unforeseen accident, during the **period of insurance**.

16 Domestic energy and water expenses

We will pay the additional costs:

- a up to £5,000 to purchase all of **your** domestic electrical power from an energy company;
 - b up to £5,000 for the purchase of replacement water.
- and

we will compensate **you** for:

- c up to £5,000 for lost income generated from selling surplus energy back to the energy company;
- following insured **damage** to **your** solar, wind or geothermal electrical power-generating system or alternative water source.

We will not pay:

- 1 if the installation requires any **structural alterations** to the **buildings**;
- 2 if there is a contractual requirement for **you** to effect specific insurance;
- 3 for unfixed building materials and supplies used for building works where the estimated value of the building works exceed £100,000.

We will not pay:

- 1 unless the **buildings** are in a good state of repair;
- 2 for the cost of routine maintenance and decoration.

We will not pay for special alterations following physical injury to **domestic employees** unless:

- 1 they were residing with **you** prior to their injury;
- 2 they will continue to reside with **you** following the injury.

We will not pay

- 1 more than £10,000 in total for any one claim;
- 2 for any claim where **you** do not begin to replace or repair the damaged system within 30 days from the date of the **damage**.

HOME INSURANCE

BUILDINGS (continued)

17 Environmental upgrade

We will pay:

- a up to £1,000 following an insured **loss** exceeding £10,000 (not including any payment under this section), but not exceeding £25,000;
- b up to £2,500 following an insured **loss** exceeding £25,000 (not including any payment under this section), but not exceeding £50,000;
- c £5,000 following an insured **loss** exceeding £50,000 (not including any payment under this section);

towards the cost of installing a solar, wind or geothermal electrical power generating system as part of the repair to the household heating and/or water system of **your home**.

18 Environmental building materials

We will pay:

- a up to £1,000 following an insured **loss** exceeding £10,000 (not including any payment under this section), but not exceeding £25,000;
- b up to £2,500 following an insured **loss** exceeding £25,000 (not including any payment under this section), but not exceeding £50,000;
- c £5,000 following an insured **loss** exceeding £50,000 (not including any payment under this section);
- d £50,000 following a **total loss** to **your home**;

for the installation of environmental building materials as part of the repair or replacement of your home.

19 Environmental expenses

We will pay:

- a up to £5,000 for environmental consulting services approved by **us**;
- b up to £500 for the purchase of carbon offsets to neutralise increased emissions;

following a **total loss** to **your home**.

20 Selling the home

The buyer of **your home** will be entitled to the benefit of the cover provided for **damage** to the **buildings** for the period from exchange of contracts (or, if the **home** is in Scotland, **your** acceptance of the offer to purchase) to the completion of the sale.

21 Contents of a let home

Up to £5,000 for **damage** to carpets, curtains, and domestic appliances where **your home** is let without sufficient furnishings for normal living purposes.

We will not pay:

- 1 if this is not the first such system to be installed at the **home**;
- 2 if the heating and/or water system has not been damaged.

We will not pay unless proof of certification is provided.

We will not pay:

- 1 the buyer's cost of alternative accommodation and loss of rent;
- 2 if the **buildings** are more specifically insured by the purchaser or on the purchaser's behalf.

We will not pay for any **damage** insured elsewhere under this or any other insurance policy.

HOME INSURANCE

CONTENTS

The Contents cover of this policy only applies if shown on **your schedule**.

HOW WE WILL SETTLE CLAIMS

Following **loss** or **damage** covered by this policy, **we** will pay the cost to repair or replace **your contents**, whichever is less, up to the **sum insured**.

We will not pay more per claim than the limits shown below for the categories listed. These limits form part of and do not in any way increase the total **contents sum insured**.

| | |
|--|------------------------------|
| Jewellery and watches | £5,000 in total |
| Guns | £5,000 in total |
| Business contents | £20,000 in total |
| Hand or wind propelled watercraft (up to 12 feet in length) | £10,000 per craft |
| Trailers and non-motorised horseboxes (up to 12 feet in length) | £10,000 per trailer/horsebox |
| Quad bikes and sit-in toy or miniature vehicles | £10,000 per machine |
| Incidental farming property | £10,000 in total |
| Fine art and antiques made of precious metals or precious stones including gold, silver, platinum, pewter and plate | £10,000 in total |

INFLATION PROTECTION

The **sum insured** will be adjusted automatically by the application of the Consumer Durables Household Goods section of the Retail Price Index or similar appropriate index, during each **period of insurance**. The renewal premiums will be calculated on the adjusted **sum(s) insured**. For **your** protection **we** will not reduce the **sum insured** unless **you** ask **us** to.

BASIS OF SETTLEMENT

We will pay up to 125% of the **sum insured** if **you** have provided **us** with, and **we** have accepted, a full independent professional valuation which is no more than three years old at the time of the **loss**. Where **you** have not provided such a valuation or it is more than three years old, **we** will pay up to the **sum insured**.

Where one or more component parts of a pair, set or suite of furniture, other than an item of **fine art or antiques** is the subject of a claim for **damage**, **we** will pay for the repair, replacement or restoration of the damaged component part(s). Where this is not possible, **we** will pay for the repair, alteration or replacement of the whole pair, set or suite, provided that you agree to surrender any undamaged component parts to **us** and **we** agree to accept them.

We agree not to reduce the **sum insured** after the payment of all or part of **your** claim provided that **you** agree to implement any requests notified to **you**, to manage the risk of future **loss, damage** or injury, within the timescales advised.

DEDUCTION OF EXCESS

The **excess** shown on **your schedule** will apply to each and every claim unless stated otherwise.

EXCESS WAIVER

Where a claim:

- exceeds £25,000;
 - or is for **loss** or **damage** to **contents** arising from **aggravated burglary** or **aggravated assault**;
- no **excess** will be deducted.

However, this waiver does not apply:

- to claims resulting from **subsidence, landslip** or **heave**;
- to any **home unoccupied** at the time of **loss**;
- when **we** have imposed an **excess** by endorsement to **your schedule** which applies to the claim.

HOME INSURANCE

CONTENTS (continued)

THE COVER

We will insure **you** for **loss** of or **damage** to the **contents** of **your home** anywhere in the world during the **period of insurance**.

THE EXCLUSIONS

We will not pay for:

- 1 any **loss** or **damage** for which compensation will be provided or which, but for the existence of this insurance, would have been provided under any contract, legislation, guarantee or other more specific insurance;
- 2 damage resulting directly or indirectly from any building works (including restoration, repair, redecoration, maintenance or other similar work including heat processes) where:
 - i the estimated value of all phases of work in a project is £100,000 or more, including VAT and materials supplied by **you** and/or
 - ii there is **structural alteration** of the **home**;
- 3 **loss** or **damage** to any **motor vehicle**, its parts or accessories, whether licenced for road use or not except for **quad bikes, motorised sit-in toy or miniature vehicles, domestic garden machinery**, electrically assisted cycles, golf buggies used for golfing purposes, motorised wheelchairs and mobility scooters not registered for road use;
- 4 **loss** or **damage** to:
 - i any motorised wheelchair, mobility scooter/carriage, golf trolley, golf buggy, **quad bike** or **motorised sit-in toy or miniature vehicle**, trailer and non-motorised horseboxes being used in circumstances where any road traffic legislation applies;
 - ii any **quad bike** whilst in use:
 - a by any person under 17 years old;
 - b for any purpose other than horse and pet care, gardening or **incidental farming activities**;
- 5 **loss** or **damage** to mechanically propelled or assisted watercraft;
- 6 **damage** caused by or comprising:
 - i inherent defect, defective design, defective workmanship or the use of defective materials but resultant **damage** is covered unless another exclusion applies;
 - ii alteration, cleaning, renovation, repair, restoration, reframing or similar process;
 - iii exposure to light or extremes of temperature (unless caused by **damage** which is not excluded), frost, moisture, aridity, humidity, wet and dry rot, rising damp, fungus, mould, infestation;
 - iv insects, rodents or vermin, other than by squirrels in a sudden, identifiable and unexpected event;
 - v chewing, scratching, tearing and fouling by domestic pets other than domestic cats and dogs. The most we will pay is £7,500 for any one claim and a total of £15,000 in any **period of insurance**;
 - vi normal settlement, shrinkage, warping, corrosion, wear and tear, other gradually operating causes including but not limited to rust, oxidation, smoke and smudge;
- 7 **damage** whilst the **home** is **unoccupied** caused by:
 - i theft, attempted theft, vandalism and malicious acts to **contents** in the open;
 - ii theft, attempted theft, vandalism and malicious acts to property in the **home** unless from the outset, all security protections are in full and effective operation;

- iii **damage** to or water freezing in or suddenly leaking from fixed domestic water or heating installations, water beds, fish tanks and domestic appliances or leakage of water from such items unless from the outset, the water supply is turned off at the mains and all systems drained or the **home** is constantly heated to a minimum temperature of 10°C between the months of October and April;
- iv oil leaking from any fixed domestic heating installation;
- 8 loss of metered water; gas and oil whilst the **home** is **unoccupied**;
- 9 any **loss** or **damage** to lottery tickets, pools coupons, raffle tickets or other gambling tickets or winnings;
- 10 **loss** or **damage** to animals, birds or fish;
- 11 **loss** or **damage** to aircraft including pedestrian controlled, power driven toys and model aircraft;
- 12 **loss** or **damage** to caravans;
- 13 **loss** or **damage** to the **buildings, outbuildings, tenants improvements**, fitted furniture, fitted appliances, **fixtures and fittings**;
- 14 theft or attempted theft of **contents** from unattended motor vehicles, unless the items are hidden from view, either in the boot, closed glove compartment or elsewhere that cannot be viewed from the outside; the windows are closed and all locks and security measures are in operation.

ADDITIONAL COVERS

We will also pay:

1 Reward

Following a covered **loss** a reward of up to £5,000 to any individual or organisation (but not **you** or the police) for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in **damage** or **loss**.

2 Alternative accommodation and loss of rent following insured damage

We will pay:

- a the cost of comparable alternative accommodation for **you, your** pets and horses for up to 5 years, as well as the cost of taking the **contents** of **your home** to the alternative accommodation;
- b loss of rent and ground rent payable by **you** for up to 5 years;
- c loss of rent and ground rent payable to **you** for up to 3 years;

from the date of the **damage** where as a direct result of insured **damage** covered under this policy, the **home** cannot be lived in provided **your** policy remains in force throughout.

3 Alternative accommodation and loss of rent following forced evacuation

We will pay:

- a the cost of comparable alternative accommodation for **you, your** pets and horses as well as loss of rent and ground rent payable by **you** or to **you** for up to 1 year from the date of evacuation;

We will not pay any costs:

- 1 recoverable elsewhere including, if insured by **your** landlord, loss of rent and ground rent payable by **you**;
- 2 incurred before **you** obtained **our** consent unless immediate action was required for safety reasons;
- 3 following completion of repairs to the **buildings** or **tenants improvements**.

We will not pay any costs:

- 1 recoverable elsewhere including, if insured by **your** landlord, loss of rent and ground rent payable by **you**;
- 2 incurred before **you** obtained **our** consent unless immediate action was required for safety reasons;
- 3 following a lifting of the prohibition on access to **your home** by the relevant local or police authority, or similar body.

HOME INSURANCE

CONTENTS (continued)

b up to £5,000 for emergency clothing or other emergency provisions that **you** need;

where **you** are prohibited access to the **home** by a local or police authority as a direct result of **damage** to neighbouring property which would otherwise have been covered by this insurance had **your home** been damaged.

4 Spoilage of food

We will pay the cost of replacing food in a freezer in **your home** that has been spoiled by an accidental change in temperature in **your** freezer. **We** will also pay up to £1,000 towards the cost of hiring an alternative refrigerator or freezer, provided that **you** do all that is possible to minimise the period of hire. No **excess** will be applied to the claim.

5 Contents of guests and non-resident domestic employees

We will pay for **damage** in the **home** to the personal possessions of guests and non resident **domestic employees**.

6 Digital music, video and photographs

Up to £10,000 any one claim for the cost of replacing or restoring your personal digital music files, personal digital video files and personal digital photographs following insured **damage**.

7 Personal documents and title deeds

Up to £50,000 any one claim for the cost of replacing or restoring **your** personal documents, computer records and title deeds following insured **damage**.

8 Business documents

Up to £10,000 any one claim for the cost of replacing or restoring **your business** documents and computer records following insured **damage**.

9 Locks and keys

We will pay for the cost of replacing the lock mechanisms or keys to the **home** including alarms, safes and strong rooms of the **home** where the keys have been lost or stolen.

There is no **excess** applicable to this cover.

10 Marquees

Up to £50,000 for **loss** or **damage** to a marquee and associated lighting, heating and furnishings that **you** hire temporarily and are legally responsible for, whilst in the boundaries of **your home**.

11 New acquisitions

Up to 25% of the **contents sum insured** for newly acquired **contents** provided that **you** notify **us** within 60 days of the acquisition and pay any additional premium **we** require. Following the 60th day **we** reserve the right not to insure the new acquisitions.

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

- 1 **money** or **credit cards**;
- 2 **jewellery and watches**, guns;
- 3 **contents** insured elsewhere under this or any other insurance policy.

We will not pay for:

- 1 the cost of replacing or restoring any bespoke computer operating system or software;
- 2 any illegal material.

We will not pay the cost of replacing or restoring any bespoke computer operating system or software.

We will not pay for the cost of replacing or restoring any bespoke computer operating system or software.

We will not pay for any **damage** insured elsewhere under this or any other insurance policy.

12 Tracing leaks

We will pay the cost of tracing the source of an escape of water, gas, oil or Liquefied Petroleum Gas (LPG), from inside the **home** from any fixed domestic water or heating installation and any resulting repairs to floors, walls and ceilings.

13 Garden re-landscaping

Up to 10% of the **contents sum insured** in any one **period of insurance** for the re-landscaping of the gardens of **your home** to restore them to their previous condition following **damage** to the **contents** resulting from fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, civil disturbance, vandalism or malicious acts, falling trees, telegraph poles, lamp posts, pylons or the emergency services.

14 Removal by professional contractors

Damage to **contents** in course of removal by professional removal contractors between **your home** in the **United Kingdom** and any new residence insured by **us** in the **United Kingdom** including temporary storage of up to 30 days.

15 Contents not usually kept in the home

Up to 20% of the **contents sum insured** for **loss** or **damage** to the **contents** whilst at:

- a a residence **you** own or live in which is not shown on **your schedule**;
- b **your** caravan or beach hut;
- c **your** place of work.

16 Contents in storage

Up to a maximum of 20% of the **sum insured** for **damage** to **contents** in a commercial storage facility in the **United Kingdom** for a maximum period of 30 days, caused by fire, lightning, explosion, smoke, storm, flood, theft, attempted theft, collision, impact, civil disturbance, vandalism and/or malicious acts.

17 Money

We will pay:

- a up to £7,500 for **loss** of **your money**, or
- b up to £10,000 for **loss** of **your money** in a locked safe at **your home**, and/or
- c up to £30,000 in any one **period of insurance** for personal loss caused by the forgery or alteration of any cheques or **your** acceptance, in good faith, of forged bank notes.

18 Emergency access

Up to £2,500 towards the cost of repairing or replacing the **contents** as a result of **damage** following forcible entry to **your home**, to attend a medical emergency.

We will not pay:

- 1 if **you** are not the tenant or leaseholder;
- 2 for any **damage** to communal areas of the **buildings**;
- 3 for any **damage** insured elsewhere under this or any other insurance policy;
- 4 for any **loss** or **damage** to the water heating installation.

We will not pay:

- 1 if **you** are not the tenant or leaseholder;
- 2 more than £2,500 for the removal and/or replanting and/or replacing of any one tree, plant or shrub;
- 3 costs relating to undamaged part of the gardens;
- 4 for any **damage** to communal garden areas, paddocks or woodland;
- 5 for any **damage** insured elsewhere under this or any other insurance policy.

We will not pay for:

- 1 **loss** or **damage** in transit unless the item has been professionally packed and transported;
- 2 any **damage** which occurred outside the **period of insurance** unless cover continues to be provided by this insurance;
- 3 any **damage** insured elsewhere under this or any other insurance policy.

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

- 1 **money** and **credit cards**;
- 2 **jewellery and watches**, guns;
- 3 **contents** in any property that is **unoccupied**;
- 4 **contents** insured elsewhere under this or any other insurance policy.

We will not pay for:

- 1 **damage** to **contents** insured elsewhere under this or any other insurance policy;
- 2 **jewellery and watches**.

We will not pay for:

- 1 **money** left in an unattended vehicle;
- 2 **loss** of value, confiscations or shortages due to **your** error or omission;
- 3 **loss** of **funds**.

HOME INSURANCE

CONTENTS (continued)

19 Preventative measures

We will pay:

- a up to £1,000 following an insured **loss** exceeding £10,000 (not including any payment under this section), but not exceeding £25,000;
- b up to £2,500 following an insured **loss** exceeding £25,000 (not including any payment under this section), but not exceeding £50,000;
- c £5,000 following a **loss** exceeding £50,000 (not including any payment under this section);

towards the cost of alterations or installations, which **we** agree with **you**, to prevent or mitigate future **loss** by the same cause, where the cause of **loss** was escape of water, fire, storm or flood.

20 Special alterations to the home

Up to £25,000 towards the cost of essential alterations to, or adapting of, the **home** necessitated by **your** identifiable physical injury caused directly by a sudden and unforeseen accident during the **period of insurance**.

21 Memorial stones

We will pay up to £5,000 for **loss** or **damage** to a stone or plaque in the memorial of **your** parent, spouse, domestic partner or child and located in the **United Kingdom**.

22 Full time education

We will pay for **loss** or **damage** to the **contents** belonging to permanent members of **your** household in full time education while **they** are living and studying away from the **home**. The most **we** will pay is the **contents sum insured**.

23 Residential care

We will pay for **loss** or **damage** to the **contents** belonging to **your** parents or grandparents while in a nursing home or residential care home, in which the parent or grandparent is resident. The most **we** will pay is the **contents sum insured**.

We will not pay:

- 1 unless the **buildings** are in a good state of repair;
- 2 for the cost of routine maintenance and decoration.

We will not pay for special alterations following physical injury to **domestic employees** unless:

- 1 they were residing with **you** prior to their injury;
- 2 they will continue to reside with **you** following the injury.

We will not pay for:

- 1 **money** or **credit cards**;
- 2 items insured elsewhere under this or any other insurance policy.

We will not pay for:

- 1 **money** or **credit cards**;
- 2 items insured elsewhere under this or any other insurance policy.

HOME INSURANCE VALUABLES

The Valuables cover of this policy only applies if shown on **your schedule**.

HOW WE WILL SETTLE CLAIMS

MATCHING ARTICLES

Following **loss** or **damage** to a pair, set or suite, **we** will pay the market value or current cost as new if **you** surrender the undamaged part(s) of the pair, set or suite.

Where the pair, set or suite is listed as a specified item on **your schedule** the most **we** will pay is the **sum insured** for that pair, set or suite.

Where the pair, set or suite is not listed on **your schedule** the most **we** will pay is the **sum insured** for that section of cover, or the single article limit for that section of cover, whichever is the less.

ADDITIONAL COVER FOR LISTED ITEMS, PAIRS OR SETS WITH VALUATIONS LESS THAN THREE YEARS

In the event of **loss** or **damage**, to a listed item, pair or set for which **we** have accepted a valuation that is no more than three years old at the time of **loss** or **damage**, **we** will pay up to 150% of the **sum insured** to repair, replace or renovate the item, pair or set.

FINE ART AND ANTIQUES

We will pay up to the appropriate **sum insured** calculated on the following basis:

SPECIFIED ITEMS

Following a **total loss** for an individually listed item, pair or set **we** will pay the **sum insured** shown on **your schedule** for that item, pair or set.

Following any other **loss** for an individually listed item, pair or set **we** will pay the cost of repair or restoration together with any residual depreciation in value. The most **we** will pay is the **sum insured** shown on **your schedule** for that item, pair or set.

UNSPECIFIED ITEMS

Following a **total loss** for an item, pair or set not individually listed, **we** will pay the market value immediately prior to the **loss** up to the **sum insured** for the relevant section of cover, or the single article limit shown on **your schedule** for that section of cover, whichever is the less.

Following any other **loss** for an item, pair or set not individually listed, **we** will pay the cost of repair or restoration up to the **sum insured** for the relevant section of cover, or the single article limit shown on **your schedule** for that section of cover, whichever is the less.

JEWELLERY WATCHES AND GUNS

We will pay up to the appropriate **sum insured** calculated on the following basis:

SPECIFIED ITEMS

Following a **total loss** for an individually listed item, pair or set **we** will pay the **sum insured** shown on **your schedule** for that item, pair or set.

Following any other **loss** for an individually listed item, pair or set **we** will pay the cost of repair or restoration. The most **we** will pay is the **sum insured** shown on **your schedule** for that item, pair or set.

UNSPECIFIED ITEMS

Following a **total loss** for an item, pair or set not individually listed, **we** will pay the market value immediately prior to the **loss** up to the **sum insured** for the relevant section of cover, or the single article limit shown on **your schedule** for that section of cover, whichever is the less.

Following any other **loss** for an item, pair or set not individually listed, **we** will pay the cost of repair or restoration up to the **sum insured** for the relevant section of cover, or the single article limit shown on **your schedule** for that section of cover, whichever is the less.

DEDUCTION OF EXCESS

The **excess** shown on **your schedule** will apply to each and every claim unless stated otherwise.

HOME INSURANCE

VALUABLES (continued)

EXCESS WAIVER

Where a claim:

- exceeds £25,000;
 - or is for **loss** or **damage** to **valuables** arising from **aggravated burglary** or **aggravated assault**;
- no **excess** will be deducted.

However this waiver does not apply:

- to claims resulting from **subsidence, landslip** or **heave**;
- to any home **unoccupied** at the time of the **loss**;
- when we have imposed an **excess** by endorsement to **your schedule** which applies to the claim.

In the event of **total loss** of an item, pair or set listed in the **schedule** the item will be deleted from cover and no return of premium will be allowed. If **you** require cover on the replacement item, pair or set **you** must instruct **us** to add the item and pay any additional premium from the date added.

THE COVER

We will insure **you** for **loss** of or damage to **valuables** anywhere in the world during the **period of insurance**.

THE EXCLUSIONS

We will not pay for:

- 1 any **loss** or **damage** excluded under the **Contents** part of this insurance (whether in force or not);
- 2 for **damage** caused by or comprising:
 - i inherent defect, defective design, defective workmanship or the use of defective materials but resultant **damage** is covered unless another exclusion applies;
 - ii alteration, cleaning, renovation, repair, restoration, re-framing or similar process;
 - iii exposure to light or extremes of temperature (unless caused by **damage** which is not excluded) frost, moisture, aridity, humidity, wet and dry rot, rising damp, fungus, mould, infestation;
 - iv insects, rodents or vermin other than by squirrels in a sudden, identifiable and unexpected event;
 - v chewing, scratching, tearing and fouling by domestic pets other than domestic cats and dogs. The most we will pay is £7,500 for any one claim and a total of £15,000 in any **period of insurance**;
 - vi normal settlement, shrinkage, warping, corrosion, wear and tear, other gradually operating causes including but not limited to rust, oxidation, smoke and smudge;
- 3 theft or attempted theft of **valuables** from unattended motor vehicles, unless the items are hidden from view, either in the boot, closed glove compartment or elsewhere that cannot be viewed from the outside; the windows are closed and all locks and security measures are in operation;
- 4 **damage** whilst the **home** is **unoccupied** caused by:
 - i theft, attempted theft, vandalism and malicious acts to **valuables** in the open;
 - ii theft, attempted theft, vandalism and malicious acts to **valuables** in the **home** unless from the outset, all security protections and in full and effective operation;
 - iii **damage** to or water freezing in or suddenly leaking from fixed domestic water or heating installations, water beds, fish tanks and domestic appliances or leakage of water from such items unless from the outset, the water supply is turned off at the mains and all systems drained or the **home** is constantly heated to a minimum temperature of 10°C between the months of October to April;
 - iv oil leaking from any fixed domestic heating installation.

ADDITIONAL COVERS

We will also pay:

1 Reward

Following a covered **loss** a reward of up to £5,000 to any individual or organisation (but not **you** or the police), for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in **damage**.

2 New acquisitions

Up to 25% of the total **sums insured** for:

- a **damage** to newly acquired **fine art and antiques** items of the same category as noted on **your schedule**;
 - b **damage** to newly acquired **jewellery, watches** and guns items of the same category as noted on **your schedule**;
- provided that **you** notify **us** within 60 days of the acquisition and pay any additional premium **we** require. Following the 60th day **we** reserve the right not to insure the new acquisitions.

3 Temporary removal from a bank or safe deposit

This cover only applies if there is a **sum insured** shown on **your schedule** for **jewellery and watches** kept in bank or safe deposit only.

We will pay up to £50,000 or the **sum insured** shown on **your schedule** for **jewellery and watches** kept in bank or safe deposit only, whichever is the lesser, for **damage** whilst temporarily removed from **your** bank or safe deposit for up to 30 days in any one **period of insurance**.

4 Death of artist

Following a covered **loss** we will pay up to 200% of an individually listed **sum insured** following the death of the artist during the **period of insurance**, provided that **you** have an independent professional valuation no more than 3 years old.

5 Defective title

If **you** are required by law to return an item individually listed on **your schedule**, to its rightful owner because it has been proven that **you** do not have good title to it, **we** will pay up to £25,000.

6 Fine art and antiques in storage

Up to a maximum of 20% of the **sum insured** for **damage** to **fine art and antiques** in a commercial storage facility in the **United Kingdom**, for a maximum of 30 days caused by fire, lightning, explosion, smoke, flood, theft, attempted theft, collision, impact, civil disturbance, vandalism and/or malicious acts.

7 Removal by professional contractors

Damage to **fine art and antiques** in the course of removal by professional removal contractors between **your home** and any new residence insured by **us** including temporary storage of up to 30 days.

We will not pay for:

- 1 more than £100,000 in any one **period of insurance**;
- 2 any **loss** after the initial twelve months following the death of the artist.

We will not pay:

- 1 unless the item was purchased by **you** during the period **we** have continuously insured **your fine art and antiques**;
- 2 where suitable enquiries into the items provenance were not made prior to purchase;
- 3 for items which have been gifted or inherited to **you**.

We will not pay for any **damage** insured elsewhere under this or any other insurance policy.

We will not pay for:

- 1 **loss** or **damage** to any item in transit unless the item has been professionally packed and transported;
- 2 any damage which occurred after the **period of insurance** unless cover continues to be provided by this insurance;
- 3 any **damage** insured elsewhere under this or any other insurance policy.

HOME INSURANCE

LIFESTYLE & LEISURE

The Lifestyle & Leisure section only applies to **your** policy if **you** have a **sum insured** for **contents** shown on **your schedule**.

HOW WE WILL SETTLE CLAIMS

We will pay up to the limits stated below for each covered **incident**, irrespective of how many policies, homes or people are involved in the **incident**. If a **loss** is covered under more than one of the sections as set out below, **we** will pay under the section giving the most cover but not under more than one.

The **accidental death and/or dismemberment** amount will be paid to the **victim** other than a benefit for **loss of life** or fatal injury, which will be paid to the **beneficiary**.

If a **victim** has more than one **accidental death and/or dismemberment loss** that is covered, **we** will only pay the single largest **accidental death and/or dismemberment amount** applicable.

If multiple **victims** suffer an **accidental death and/or dismemberment loss** in the same **incident**, **we** will only pay up to a maximum of £100,000 and, if the total combined **accidental death and/or dismemberment losses** exceed £100,000, the sum of £100,000 will be split proportionally based on each applicable **accidental death and/or dismemberment** amount payable.

The most **we** will pay for any covered **incident** or multiple **incidents** is £100,000 any one claim in the aggregate unless specifically limited below (this limit does not apply to **incident** 10 – Fatal injury).

THE COVER

We will insure **you** for the unforeseen **incidents** as set out below anywhere in the world during the **period of insurance**.

THE EXCLUSIONS

We will not pay:

- 1 for costs incurred as a result of an **incident** in a country or territory that the Foreign and Commonwealth Office have advised against all travel, or all but essential travel to that country or territory;
- 2 for costs in respect of any company or individual who is not a member of a recognised professional association;
- 3 for psychiatric services if, immediately prior to the **incident**, the person was already using or had been referred for psychiatric services;
- 4 the cost of psychiatric services for more than 12 months;
- 5 for any loss of salary if, immediately prior to the **incident**, the person with salary lost was receiving unemployment benefit, any disability benefit or insurance, or was on a sabbatical, personal or medical leave;
- 6 for any **accidental death and/or dismemberment** loss caused by the **victim's** suicide, attempted suicide or intentionally self-inflicted dismemberment;
- 7 for any **loss** arising from a false report of an **incident** by **you**, an **insured relative** or any person acting on behalf of **you** or an **insured relative**, whether acting alone or in collusion with others;
- 8 for any **loss** caused by:
 - i **you**, an **insured relative** or any other family relative;
 - ii a guardian or former guardian of **you**, an **insured relative** or any other family relative;
 - iii an estranged spouse or former spouse of **you**, an **insured relative** or any other family relative;
 - iv a domestic partner or former domestic partner of **you**, an **insured relative** or any other family relative;
 - v any person unrelated to **you** or an **insured relative** (other than a **domestic employee**) who live with **you** or have ever lived with **you** for more than six months;
 - vi a relative, guardian or former guardian of an abducted child(ren) who is in **your** care;

- vii any person acting on behalf of any of the above, whether acting alone or in collusion with others but this exclusion does not apply to cover under **stalking threat**;
- 9 for any **loss** or **damage** under **stalking threat** arising from an **incident** that involves a counter claim by the third party for stalking, physical **damage**, harassment or damage to property caused by **you** or a member of **your** family;
- 10 for any **loss** caused by a civil authority;
- 11 the cost of legal counsel;
- 12 for any costs arising from **your** or an **insured relative's** ownership or operation of a vehicle if it has been adapted to carry more than eight passengers or **you** make a profit from any contributions that **you** receive for the journey;
- 13 for any costs recoverable elsewhere.

1 Stalking threat

We will pay costs incurred with **our** prior agreement, following any one **incident**:

- a up to £10,000 to upgrade the **home's** intruder alarm and security systems;
- b up to £10,000 if **you** have to temporarily relocate within 2 months of the **incident**;
- c up to £10,000 for employing professional security guards or obtaining advice from professional security consultants;
- d up to £10,000 for **you**, up to a maximum of £20,000 for each incident, for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**;
- e up to £1,000 (but no more than the original purchase price) should **your** pet suffer **loss of life** during an **incident**.

We will not pay more than £30,000 in any one **period of insurance**.

2 Aggravated burglary

We will pay, as a direct result of a single **incident**:

- a the appropriate **accidental death and/or dismemberment** amount;
- and **we** will pay costs incurred with **our** prior agreement,
- b up to £10,000 to upgrade the home's intruder alarm and security systems;
 - c up to £10,000 if **you** have to temporarily relocate within 2 months of the **incident**;
 - d up to £10,000 towards removal expenses if **you** permanently relocate within 6 months of the **incident**;
 - e up to £10,000 for employing professional security guards or obtaining advice from professional security consultants;
 - f up to £15,000 for **you** or **your** guest, up to a maximum of £30,000 for each **incident**, for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**;
 - g up to £15,000 for **you** or **your** guest, up to a maximum of £30,000 for each **incident**, for **medical expenses** when incurred within 12 months of the **incident**;
 - h up to £15,000, up to a maximum of £30,000 for each **incident**, for **your** lost salary, or balance of, that **you** are unable to claim for from either **your** employer, the government or an insurance policy;

We will not pay:

- 1 any stamp duty (where applicable);
- 2 for removal expenses if **your** home was already for sale prior to the **incident** or **you** intended to relocate prior to the **incident**;
- 3 for **your** guest in a **temporary residence** where they share the cost of the lodging.

HOME INSURANCE

LIFESTYLE & LEISURE (continued)

- i up to £5,000 for a reward to any individual or organisation (but not **you**, **your guest** or the police) for information leading to the arrest and conviction of the person(s) who committed the **aggravated burglary**;
- j up to £1,000 (but no more than the original purchase price) should **your** pet suffer **loss of life** during an **incident**.

3 Aggravated assault

We will pay, as a direct result of a single **incident**:

- a the appropriate **accidental death and/or dismemberment** amount;
- and **we** will, pay costs incurred with **our** prior agreement,
- b up to £5,000 to upgrade the **home's** intruder alarm and security systems;
 - c up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**;
 - d up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for medical expenses when incurred within 12 months of the **incident**;
 - e up to £15,000, up to a maximum of £30,000 for each **incident**, for **your** lost salary, or balance of, that **you** are unable to claim for from either **your** employer, the government or an insurance policy;
 - f up to £5,000 for a reward to any individual or organisation (but not **you** or the police) for information leading to the arrest and conviction of the person(s) who committed the **aggravated assault**;
 - g up to £1,000 (but no more than the original purchase price) should **your** pet suffer **loss of life** during an **incident**.

4 Car jacking

We will pay, as a direct result of a single **incident**:

- a the appropriate **accidental death and/or dismemberment** amount;
- and **we** will pay costs incurred with **our** prior agreement,
- b up to £5,000 for accommodation expenses for **you** or an **insured relative** to stay near the hospital or wherever the **victim** is receiving medical treatment, unless **you** or an **insured relative** have a residence that is closer to the place where the **victim** is receiving treatment;
 - c up to £5,000 to upgrade the **home's** intruder alarm and security systems;
 - d up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**;
 - e up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for **medical expenses** when incurred within 12 months of the **incident**;
 - f up to £15,000, up to a maximum of £30,000 for each **incident**, for **your** lost salary, or balance of, that **you** are unable to claim for from either **your** employer, the government or an insurance policy;

4 Car jacking *continued*

- g up to £5,000 for a reward to any individual or organisation (but not **you**, an **insured relative** or the police) for information leading to the arrest and conviction of the person(s) who committed the **car jacking**.

5 Road rage

We will pay costs incurred with **our** prior agreement, as a result of any one **incident**:

- a for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**;
- b up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for **medical expenses** when incurred within 12 months of the **incident**;
- c up to £5,000 for accommodation expenses for **you** or an **insured relative** to stay near the hospital or wherever the **victim** is receiving medical treatment, unless **you** or an **insured relative** have a residence that is closer to the place where the **victim** is receiving treatment.

6 Air rage

We will pay costs incurred with **our** prior agreement, as a result of any one **incident**:

- a for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**;
- b up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for **medical expenses** when incurred within 12 months of the **incident**;
- c up to £5,000 for accommodation expenses for **you** or an **insured relative** to stay near the hospital or wherever the **victim** is receiving medical treatment, unless **you** or an **insured relative** have a residence that is closer to the place where the **victim** is receiving treatment.

7 Hijacking

We will pay, as a direct result of a single **incident**:

- a the appropriate **accidental death and/or dismemberment** amount;

and **we** will pay costs incurred with **our** prior agreement,

- b up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**;
- c up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for **medical expenses** when incurred within 12 months of the **incident**;
- d up to £15,000, up to a maximum of £30,000 for each **incident**, for **your** lost salary, or balance of, that **you** are unable to claim for from either **your** employer, the government or an insurance policy;

We will not pay:

- 1 more than £10,000 in any one **period of insurance**;
- 2 for any **loss** where the person(s) causing the **incident** is known to **you** or **your** chauffeur;
- 3 for costs incurred by **your** chauffeur unless they were with **you** when the **road rage incident** occurred.

We will not pay:

- 1 more than £10,000 in any one **period of insurance**;
- 2 for any **loss** where the person(s) causing the **incident** is known to **you**.

We will not pay for costs incurred as a result of an **incident** where a scheduled departure or destination point is in a country or territory that the Foreign and Commonwealth Office have advised against all travel, or all but essential travel to that country or territory.

HOME INSURANCE

LIFESTYLE & LEISURE (continued)

7 Hijacking *continued*

- e up to £5,000 for rest and recuperation expenses for **you** as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 6 months of the **incident**.

8 Kidnap

We will pay, as a direct result of a single **incident**:

- a the appropriate **accidental death and/or dismemberment** amount;
- and **we** will pay costs incurred with **our** prior agreement,
- b up to £5,000 to upgrade the **home's** intruder alarm and security systems;
 - c up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**;
 - d up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for **medical expenses** when incurred within 12 months of the **incident**;
 - e up to £15,000, up to a maximum of £30,000 for each **incident**, for **your** lost salary, or balance of, that **you** are unable to claim for from either **your** employer, the government or an insurance policy;
 - f up to £5,000 for rest and recuperation expenses for **you** as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 6 months of the **incident**;
 - g up to £5,000 for travel and accommodation expenses incurred during the duration of the **incident**;
 - h up to £5,000 for a reward to any individual or organisation (but not **you** or the police) for information leading to the arrest and conviction of the person(s) who committed the **kidnap**.

9 Child abduction

We will pay, as a direct result of a single **incident**:

- a the appropriate **accidental death and/or dismemberment** amount;
- and **we** will pay costs incurred with **our** prior agreement,
- b up to £10,000 to upgrade the **home's** intruder alarm and security systems;
 - c up to £15,000 for the abducted child(ren) and up to £5,000 for **you** or an insured relative who witnessed the abduction for using psychiatric services as prescribed by a medical professional, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**;
 - d up to £15,000 for the abducted child(ren) and up to £5,000 for **you** or an **insured relative** for **medical expenses** when incurred within 12 months of the **incident**;
 - e up to £15,000, up to a maximum of £30,000 for each **incident**, for **your** lost salary, or balance of, that **you** are unable to claim for from either **your** employer, the government or an insurance policy;

We will not pay for costs incurred as a result of an **incident** that occurred in a country or territory that the Foreign and Commonwealth Office have advised against all travel, or all but essential travel to that country or territory.

We will not pay:

- 1 for children in **your** care when **you** are participating in any organised activity with, or in association with, any organisation;
- 2 for children in **your** care when **you** are providing, at **your** home, for the care of children, whether receiving an income or not;
- 3 for costs incurred as a result of an **incident** that occurred in a country or territory that the Foreign and Commonwealth Office have advised against all travel, or all but essential travel to that country or territory.

9 Child abduction *continued*

- f up to £5,000 for rest and recuperation expenses for the abducted child(ren) and **you** as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 6 months of the **incident**;
- g up to £5,000 for travel and accommodation expenses incurred during the duration of the **incident**;
- h up to £10,000 in total for the expenses **you** incur within 12 months of the **incident** for:
 - a professional public relations consultant;
 - a professional forensic analyst;
 - publicity expenses incurred to locate the abducted child(ren);
 - a professional security consultant;
- i up to £5,000 for a reward to any individual or organisation (but not **you** or the police) for information leading to the arrest and conviction of the person(s) who committed the child abduction.

10 Fatal injury

We will pay £50,000 per person over 16 years of age and £5,000 per person under 16 years of age if **you** suffer an identifiable injury as a result of fire, lightning, impact by aircraft or explosion in **your home** during the **period of insurance** from which **you** subsequently die within 12 months.

We will not pay for resident **domestic employees**.

11 Boarding kennel/cattery fees

We will pay costs incurred with **our** prior agreement, up to £1,000 for boarding kennel or cattery fees, in a licensed boarding establishment, for **your** pet in the event that **you** are hospitalised on medical advice for a period exceeding 48 consecutive hours.

We will not pay:

- 1 for costs incurred as a result of hospitalisation due to pregnancy or giving birth, drug abuse or attempted suicide;
- 2 for costs incurred arising from any stay in hospital that **you** were aware could happen when **you** arranged or renewed this insurance;
- 3 for transportation costs for **you** and **your** pet to or from the boarding kennel or cattery;
- 4 for costs incurred following hospitalisation of resident **domestic employees**;
- 5 for costs incurred after 48 hours of being discharged from hospital.

12 Advertising and reward expenses

We will pay the costs incurred with **our** prior agreement, up to £1,000, including £250 for a reward (but not to **you** or the police), for advertising and other appropriate costs if **your** pet is lost or stolen.

13 Sponsorship cover

We will pay up to £500 per event to **your** chosen registered charity if **you** are unable to participate in a related sponsored event as scheduled due to accidental physical injury.

We will not pay:

- 1 more than £1,000 in any one **period of insurance**;
- 2 for any claim arising directly or indirectly from a pre-existing medical condition unless agreed by **us** in writing beforehand and any resultant additional premium is paid;
- 3 for any claim arising from a medical condition not substantiated by a written report from the treating doctor confirming **your** inability to attend the scheduled event.

HOME INSURANCE

LIFESTYLE & LEISURE (continued)

I4 Sports club membership fees

We will pay up to £1,500 for **your** membership fees of a sports club, quarterly in arrears, for up to 12 months (calculated as an amount equal to 1/30th of the monthly sports club membership fee (or 1/365th of the annual fee) for each day of disablement) following accidental physical injury to **you**.

I5 Golfer's extension

We will insure **you** for the following whilst playing golf on a golf course or participating in any golfing activity at a golf club anywhere in the world unless otherwise stated or an exclusion applies:

Third party damage whilst playing golf

Up to £500,000 for accidental and unforeseeable property **damage** to another person's property caused by **you** playing golf, irrespective of legal liability.

Personal accident whilst playing golf

Up to £25,000 for any one **incident** in the event that **you** suffer a sudden, unexpected and identifiable physical injury whilst playing golf which results directly and within 12 months in:

- a death;
- b loss of use or physical severance of a hand, arm, foot or leg;
- c permanent and total **loss of sight** in one or both eyes.

Golf equipment hire

Up to £50 per day for the necessary hire of golf equipment following:

- a **loss** or breakage of **your** golf equipment;
- b the misdirection or delay in transit (for at least 12 hours) of **your** golf equipment;

if **you** are on a trip outside the **United Kingdom**.

Golf expenses

Up to £200 per day for the proportionate value of any non-refundable, pre-paid green fees, golf equipment hire or tuition fees necessarily unused as a direct result of:

- a accidental physical injury or illness to **you**;
- b **loss** or theft of documentation which prevents the participation in the pre-paid golfing activity;

if **you** are on a trip outside the **United Kingdom**.

Hole-in-one

Up to £500 for expenses incurred in the event of a hole-in-one being achieved by **you** during an official competition, increasing to £750 if **you** choose to have the payment made towards a charity of **your** choice rather than directly to **you**.

We will not pay for:

- 1 any costs arising directly or indirectly from sickness, disease, naturally occurring condition or any medical condition;
- 2 fees where **your** physical injury has not been substantiated by a written report from the treating doctor confirming the period of **your** inability to play your chosen sport;
- 3 fees not substantiated by an official letter from the club confirming the amount claimed;
- 4 the first £100 of any claim;
- 5 the first 21 days of disablement;
- 6 fees that have been refunded by or are not required to be paid by **your** club.

We will not pay:

- 1 more than £1,000 per claim;
- 2 the first £100 of any claim.

We will not pay:

- 1 more than £2,000 per claim;
- 2 the first £100 of any claim;
- 3 for any claim arising directly or indirectly from pre-existing medical condition unless agreed by **us** in writing beforehand and any resultant additional premium is paid for;
- 4 for any claim arising from a medical condition not substantiated by a written report from the treating doctor confirming **your** inability to play golf.

We will not pay:

- 1 if the score cards and certificate from **your** club or competition secretary are not made available;
- 2 more than £3,000 in any one **period of insurance**.

15 Golfer's extension continued

Dental expenses

We will pay up to £500 for emergency dental treatment you require as a result of accidental injury whilst playing golf anywhere in the world.

16 Credit cards

We will pay up to £50,000 for the unauthorised or fraudulent use of your personal credit cards if you are liable under the terms of the credit or debit card and have complied with the terms of the card provider.

We will not pay for:

- 1 fraudulent use by any person related to you;
- 2 where you have not complied with the terms and conditions of use of the card provider.

Please note in most cases your card provider charges you up to a maximum of £50 for each and every card, resulting from unauthorised transactions arising from the use of a lost or stolen credit card.

Do not forget to inform the police and your bank or credit card provider as soon as possible after a loss.

CONDITIONS

These conditions, as well as the general policy conditions, apply to the Lifestyle & Leisure section of your policy.

1 Your duty when you have a claim

You must:

- i as promptly as possible provide details of the claim or possible claim, initially by telephone and then in writing;
- ii for an incident that may be covered under **stalking threat, aggravated burglary, aggravated assault, car jacking, road rage, air rage, kidnap or child abduction**, promptly tell the police and, if required, any other relevant authorities, and obtain an **incident** report number;
- iii co-operate fully with us at all times;
- iv promptly provide any information and assistance we may require;
- v where we have asked you for specific information relevant to your claim we will pay for any unavoidable expenses you incur providing us with the above information.

2 Examination under oath

We have a right to examine under oath, as often as we require, you, insured relatives, victims, your chauffeur and your guests. We may ask you or the beneficiary to give us a signed description of the circumstances surrounding the loss and to provide us with records, documents, information or evidence that we request.

3 Physical examination and autopsy

A person claiming under this Lifestyle & Leisure section must agree to be physically examined by a **medical professional** we choose as often as we require. We may also choose to have an autopsy carried out by a **medical professional** unless prohibited by law. Any examinations or autopsies that we may have carried out, will be at our own expense.

HOME INSURANCE LIABILITIES

Section 1 Property Owners Liability is only covered if you have a **building sum insured** for the relevant **home** shown on **your schedule**.

Sections 2 Public and Personal Liability, 3 Domestic Employers Liability and 4 Liability as a tenant are only covered if there is a **contents sum insured** shown on **your schedule**.

HOW WE WILL SETTLE CLAIMS

We will pay provided **your** liability is not excluded under this section or under the general exclusions, up to the limits stated in the **schedule** or any limit specifically stated below for any liability as set out below, incurred by **you** as a direct result of any accident arising out of one sudden and unforeseen event, plus costs and expenses awarded against **you** or incurred by **you** with **our** prior written consent, but **we** will not pay for:

- 1 punitive fines, penalties or damages;
- 2 the cost of putting right any defect or alleged defect.

All claims caused directly or indirectly by a single event will be treated as one claim. All pollution or contamination arising out of one accident will be treated as having happened at the time the accident took place. No **excess** will be applied to a claim.

THE COVER

1 Property owners liability

We will pay up to the limit stated in **your schedule** for **your** legal liability for damages which **you** have to pay as compensation for any accidents occurring during the **period of insurance** which result in **bodily injury** to or illness of any person or **damage** to property arising:

- a from **your** ownership of the **home**;
- b from **your** ownership of newly acquired land on condition that **you** notify **us** within 60 days of the date of completion and pay the full additional premium **we** require;
- c under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 where **you** were the owner of any **home you** were occupying at the time of its sale or disposal.

2 Public and personal liability

We will pay up to the limit stated in **your schedule** for **your** legal liability for damages which **you** (and if requested by **you**, **your domestic employees**) have to pay as compensation, for any accident occurring during the **period of insurance** anywhere in the world, which results in **bodily injury** to or illness of any person or **damage** to property.

THE EXCLUSIONS

We will not pay for **your** liability arising from:

- 1 **damage** to property belonging to **you**, in **your** care or in the care of **your domestic employees**;
- 2 **bodily injury** to or illness contracted by **you** or any person employed by **you**;
- 3 any contract unless **you** have been liable had the contract not existed;
- 4 the use of mechanically or electrically propelled vehicles other than **domestic garden machinery**;
- 5 any trade, business or professional activity other than ownership of the **home**;
- 6 any dog described in Section 1(1) of the Dangerous Dogs 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 or any amending or subsequent legislation;
- 7 the transmission of any communicable disease, condition, syndrome or virus;
- 8 pollution or contamination of air, water or soil which **you** cannot prove was caused by a sudden, identifiable, unintended and unexpected accident that took place in its entirety at a specific time and place;
- 9 accidents where **you** are entitled to indemnity under any other insurance;
- 10 any damages, including any costs and expenses, exceeding £1,000,000 from **your** ownership of any newly acquired land;
- 11 newly acquired land for the purpose of property development, farming activities or any trade, business or professional activity;
- 12 newly acquired land with existing structures and/or buildings;
- 13 newly acquired land outside of the **United Kingdom**.

But not **your** liability arising from or in connection with:

- 1 **your** ownership of the **home**, its land and any other **buildings** or land at the address in **your schedule**;
- 2 **your** ownership, occupation, possession or use of any land or building not situated at the address in **your schedule**;
- 3 **damage** to property belonging to **you**, in **your** care or in the care of **your** employee;
- 4 **bodily injury** to or illness contracted by **you** or any person employed by **you** in the course of their employment;

- 5 any contract unless **you** would have been liable had the contract not existed;
- 6 any trade, employment, occupation or professional activity other than directly arising from:
 - a the use of the **home** as an office for non-manual work in connection with any **business**;
 - b the use of the **home** for bed and breakfast accommodation (including the associated serving of food and drink) for a maximum of six people at any one time;
 - c the hiring out of or opening of the **home** and/or its gardens provided that the total gross revenue from these activities does not exceed £25,000 per year;
 - d **voluntary work** and **incidental farming activities** and **incidental office duties**;
- 7 remedial, professional or other advice or treatment given, administered or omitted by **you** or a director, partner or employee of any **business**;
- 8 any goods or products sold, supplied, repaired, renovated, restored, tested or serviced by **you** or **your domestic employees**;
- 9 any **motor vehicles** other than **domestic garden machinery**, motorised wheelchairs, mobility scooters/carriages, golf trolleys and golf buggies, remote controlled toys and models, **motorised sit-in toy or miniature vehicles**;
- 10 any **motor vehicle**, trailer or non-motorised horseboxes being used in circumstances where any road traffic act legislation applies other than:
 - a golf buggies and golf trolleys and then only while being used for golfing activities; and
 - b Class 1 and Class 2 wheelchairs and mobility scooters when being used by **you** in the manner for which designed;
- 11 any **quad bike** being used by any person under 17 years old;
- 12 any damages, including any costs and expenses, exceeding £2,000,000 for a covered loss arising from the use of a **quad bike** or **motorised sit-in toy or miniature vehicle**;
- 13 any **quad bike** or **motorised sit-in toy or miniature vehicle** being used for racing, pace-making, trials or competitions;
- 14 aircraft including model aircraft and watercraft other than hand or wind propelled watercraft (up to 12 feet in length);
- 15 **your** ownership possession or use of any dog described in Section 1 (1) of the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 or any amending or subsequent legislation;
- 16 any deliberate, wilful or malicious act including the direct consequences of assault or alleged assault;
- 17 the transmission of any communicable disease, condition, syndrome or virus;
- 18 any injury, illness, death, **loss**, expenses or other liability attributable to HIV (Human Immuno-deficiency Virus) and or HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) or any mutant derivative or variation however caused;
- 19 pollution or contamination of air, water or soil which **you** cannot prove was caused by a sudden, identifiable, unintended and unexpected accident that took place in its entirety at a specific time and place;

HOME INSURANCE

LIABILITIES (continued)

3 Domestic employers liability

We will pay up to £10,000,000 inclusive of all the costs and expenses of the claimant and the costs and expenses (incurred by us or with our written consent) of the Policyholder, for you:

- 1 legal liability for damages in respect of injury to any domestic employee caused during the period of insurance:
 - a in United Kingdom, or;
 - b while temporarily outside these territories arising out of and in the course of employment by you in connection with domestic duties, incidental farming activities and incidental office duties;
- 2 legal liability for claimants costs and expenses in connection with your legal liability for damages in respect of injury to any domestic employee;
- 3 a costs of legal representation at:
 - i any coroner's inquest or inquiry in respect of death;
 - ii proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in injury which may be the subject of indemnity under this section;
- b other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this section with our prior written consent.

4 Liability as tenant

We will pay up to £2,000,000 in any one period of insurance for your legal liability for damages which you have to pay as compensation, arising from your tenancy of the home following damage to the buildings occurring during the period of insurance.

5 Unrecovered damages

We will pay the sum you are owed up to a limit of £5,000,000 in any one period of insurance if, within three months, you have not received the full amount of damages and taxed costs awarded to you by a court in the United Kingdom for bodily injury, illness or property damage provided that:

- a you would have been covered by this part of this insurance if your position and that of the person you are claiming damages against had been reversed;
- b you are not waiting for an appeal on the judgement;
- c where we make a payment, you agree to:
 - i allow us to take action in your name to recover such payment;
 - ii repay to us such damages and taxed costs subsequently paid directly to you.

20 accidents where you are entitled to indemnity under any other insurance;

21 any damages arising out of the ownership, possession or useage of any unlicensed firearm(s).

We will not pay for:

- a your liability in respect of injury to any domestic employee arising out of the ownership, possession or use by you or on your behalf of any mechanically propelled vehicle or trailer attached if required by any road traffic legislation and/or subject of compulsory insurance and/or other security;
- b your liability in respect of injury to any domestic employee arising out of any business work undertaken offshore;
- c arising out of contract or your liability.

We will not pay for:

- 1 liability arising:
 - a from damage to the buildings which is excluded by the buildings part of this insurance (whether in force or not);
 - b whilst the buildings are unoccupied;
 - c from any contract unless you would have been liable if the contract had not existed;
- 2 the cost of maintenance and normal redecoration.

HOME INSURANCE

HOME EMERGENCY SERVICE

This section is administered by ARAG plc under a binding authority agreement with the Insurer Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other Insurers proportion or in respect of any other section of this policy.

HOW WE CAN HELP

If **you** have an unforeseen emergency in the **home**, please contact us on **0330 303 1832** (lines are open 24 hours a day, 365 days a year) as soon as possible and within 48 hours of becoming aware of the problem, providing **your** name, address, postcode and the nature of the problem.

We will record **your** details and decide on the best course of action to limit **your loss** and/or repair the **damage**. If the **incident** relates to an emergency covered under this insurance, **we** will instruct a member of **our** emergency contractor network. Please note that poor weather conditions or remote locations may affect normal standards of service.

It is important **you** do not call out **your** own contractors as the **insurer** will not pay their costs and it could stop **your** claim being covered.

If the problem is not covered by this insurance **we** can still provide assistance but at **your** own cost. This may also be an event covered by the **buildings, contents** and/or **valuables** sections of this policy and **we** will seek to advise **you** accordingly.

You must report any major emergency, which could result in injury or serious **damage** to the **home**, to the emergency services or the company that supplies the service.

Your call to **us** may be recorded for training and security purposes and will be answered as soon as possible.

DEFINITIONS

The definitions below apply to this section of the policy to any words shown in bold, in addition to those that apply to the whole of the policy, as detailed in the Definitions section.

| | |
|------------------------------|--|
| Contractor | The contractor or tradesman chosen by us to respond to your home emergency . |
| Emergency costs | <ol style="list-style-type: none">1 The contractor's call out charge;2 Contractors necessary labour;3 Parts and materials where necessary;4 Alternative accommodation costs incurred under incident 9. <p>The maximum payable by the insurer for any claim or series of claims related by time and/or original cause is £1,000.</p> |
| Home | Your main residence and a second, weekend and/or holiday home you own, which is either used or lived in by you , and/or used as holiday accommodation by anyone else with your consent, all situated within the United Kingdom . |
| Home emergency | A sudden, unexpected event that clearly requires immediate action in order to: <ol style="list-style-type: none">1 prevent damage or avoid further damage to your home and/or;2 render the home safe or secure and/or;3 restore the main services to the home and/or;4 alleviate any health risk to you or anyone else using the home for holiday accommodation with your consent. |
| Insurer | Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000). |
| Main heating system | The main hot water or central heating system in your home including pipes that connect components of the system (but not cold water supply or drainage pipes) but excluding any non-domestic heating or hot water systems or any form of solar heating. |
| Plumbing and drainage | The cold water supply and drainage system within the boundary of your home and for which you are legally responsible but excluding pipes: <ol style="list-style-type: none">1 that connect components of the main heating system and/or;2 for which your water supply or sewerage company are responsible. |

HOME INSURANCE

HOME EMERGENCY SERVICE (continued)

DEFINITIONS (continued)

| | |
|------------------|--|
| Vermin | Brown or black rats, house or field mice and wasps' or hornets' nests. |
| We/us/our | ARAG plc (or appointed agents on its behalf) who are authorised under a binding authority agreement to administer this insurance on behalf of the insurer , Brit Syndicate 2987 at Lloyd's. |

HOW WE WILL SETTLE CLAIMS

Following an **incident** that results in a **home emergency** the **insurer** will pay **emergency costs** provided that:

- 1 the claim is reported to **us**:
 - a during the **period of insurance** and;
 - b as soon as possible and within 48 hours of **you** first becoming aware of a **home emergency** and;
- 2 **you** always agree to use the **contractor** chosen by **us** and;
- 3 **you** obtain **our** authority to incur any costs before booking somewhere to stay if **you** are claiming for alternative accommodation costs. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed.

THE COVER

You are insured for the unforeseen events as set out below.

THE EXCLUSIONS

The **insurer** will not pay for any claim relating to or arising from:

- 1 costs **you** have incurred before **we** accept a claim;
- 2 **emergency costs** where there is no one at **home** when the **contractor** arrives;
- 3 any matter occurring prior to, or existing at the start of this insurance, and which **you** knew or ought to have known could give rise to a claim;
- 4 any wilful or negligent act or omission or any third party interference or faulty workmanship (including any attempted repair or DIY) that does not comply with recognised industry standards or manufacturer's instructions;
- 5 normal day-to-day **home** maintenance which **you** should carry out or pay for (such as servicing of heating and hot water systems) and the replacement of parts that tend to gradually wear out over time or need regular attention;
- 6 the cost of making permanent repairs including any redecoration or making good the fabric of the **home**:
 - i once the emergency situation has been resolved;
 - ii arising from **damage** caused in the course of the repair or investigation of the incident or in gaining access to **your home**;
- 7 garages, **outbuildings**, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks other than:
 - i where an **outbuilding** is used as a residential dwelling or for **your** profession or trade;
 - ii to prevent or limit immediate **damage to contents**;
- 8 the **home** being left **unoccupied**;
- 9 goods or materials covered by a manufacturer's, supplier's and/or installer's warranty;
- 10 the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use;
- 11 **subsidence, landslip or heave**;
- 12 a property that **you** let out other than where **you** have consented to **your home** being used as holiday accommodation.

I Roof damage

Damage to the roof of **your home** where internal **damage** has been caused or is likely.

2 Plumbing and drainage

Sudden **damage** to, or blockage or breakage or flooding of, the drains or plumbing system likely to cause **damage** to the **home** or its **contents**.

We will not pay for claims arising from blockage of supply or waste pipes to the **home** due to freezing weather conditions.

3 Main heating system

The sudden total failure or complete breakdown of the **main heating system** in **your home**.

We will not pay for any claim relating to a boiler with an output over 60Kw/hr.

4 Domestic power supply

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

We will not pay any claim arising from:

- 1 interruption, failure or disconnection of the mains electricity, mains gas or mains water (other than disconnection by the **contractor**);
- 2 **your** failure to purchase or provide sufficient gas, electricity or other fuel source.

5 Toilet unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in the complete loss of use.

6 Home security

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

7 Lost keys

The loss of the only available keys, if **you** cannot replace them to gain access to the **home**.

8 Vermin infestation

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

9 Alternative accommodation costs

Your overnight accommodation costs including transport to such accommodation following a **home emergency** that makes the **home** unsafe, insecure or uncomfortable to stay in overnight.

SPECIAL CONDITIONS

These conditions, as well as the general policy conditions, apply to the Home Emergency Service section of **your** policy.

1 Your responsibilities

You must:

- i not do anything that hinders **us** or the **contractor**;
- ii tell **us** as soon as possible and within 48 hours of first becoming aware of a **home emergency**;
- iii tell **us** immediately of anything that may materially alter **our** assessment of the claim;
- iv cooperate fully with the **contractor** and **us**;
- v take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**;
- vi minimise any **emergency costs** and try to prevent anything happening that may cause a claim;
- vii allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation.

2 Our consent

We must give **you our** consent to incur any **emergency costs**. The **insurer** does not accept any liability for **emergency costs** incurred without **our** consent. **You** must not settle the **contractor's** invoice or agree to pay **emergency costs** that you wish to claim for under this insurance without **our** agreement.

HOME INSURANCE LEGAL PROTECTION

This section is administered by ARAG plc under a binding authority agreement with the Insurer Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL's liability is several and they are liable for their proportion of liability in respect of this section only.

HOW WE CAN HELP

IF YOU HAVE A LEGAL DISPUTE PLEASE FOLLOW THE STEPS BELOW

If **you** have a legal or tax problem **we** strongly recommend that **you** take advantage of **our** confidential legal and tax advice helpline which is provided as part of this policy. The legal advice helpline is open 24/7 and tax advice is available between 9:00am and 5:00pm on weekdays (except Bank Holidays). The advice covers personal legal matters within EU law or personal tax matters falling within UK law. Services are subject to fair and reasonable use. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax related matters.

You can get advice by telephoning **0330 303 1831**. Use of this service does not constitute reporting of a claim.

To report a claim please telephone **0117 917 1698** between 9.00am and 5.00pm Monday to Friday (other than Bank Holidays). Please do not contact this number for anything other than Legal Protection claims. **We** will take **your** details and send **you** a claim form to complete and return to **us**. Alternatively **you** can find further details at **www.arag.co.uk/newclaims**.

Under no circumstances should **you** instruct **your** own solicitor as **we** will not pay their costs and it could stop **your** claim from being covered.

Upon receipt of **your** fully completed claim form **we** will assess **your** circumstances to check that **your** claim is covered by this insurance. In particular, **we** can only help **you** if it is more likely than not, that **your** claim will be successful.

When **we** accept a claim, **we** will arrange for a lawyer to quickly contact **you**. If it appears that **your** dispute can be resolved through mediation and the other side agrees to this, **we** will make the necessary arrangements. Where mediation is not suitable, the lawyer will try to resolve **your** dispute without delay. Matters cannot always be resolved quickly especially if the other side is slow to co-operate or a legal timetable is decided by the courts.

CONSUMER LEGAL SERVICES

As a benefit of **your** Home and Contents Legal Expenses cover **you** have access to ARAG's Consumer Legal website. ARAG's Consumer Legal website has been designed to meet **your** personal needs, allowing unlimited access to online legal documents to download that will assist **you** with personal legal-related matters. These include wills, power of attorney, buying and selling **your** home, and consumer complaints.

To access this website go to **www.araglegal.co.uk**

You will then need to enter Voucher Code AFE48BBE98B5 to register for the first time. Registration will allow **you** to create **your** individual sign in details to use in the future.

For more complicated documents **you** can pay a modest fee to have **your** downloaded documents reviewed online or by a solicitor to ensure they meet **your** specific requirements.

DEFINITIONS

The definitions below apply to this section of the policy, in addition to those that apply to the whole of the policy, as detailed in the Definitions section.

| | |
|---|--|
| Appointed advisor | The solicitor, accountant, mediator or other advisor appointed by us to act on your behalf. |
| Collective conditional fee agreement | A legally enforceable agreement entered into on a common basis between the appointed advisor and us to pay their professional fees: a in full where your claim is successful or; b in part or not at all where your claim is unsuccessful. |

| | |
|--|--|
| Conditional fee agreement | A legally enforceable agreement between you and the appointed advisor for paying their professional fees: <ol style="list-style-type: none"> a in full where your claim is successful or; b in part or not at all where your claim is unsuccessful. |
| Communication costs | The reasonable cost of UK phone calls, postage (including special delivery), photocopying or faxes and credit reports where you have taken advice from our Identity Theft Helpline and are advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair your credit rating, restore your identity or resolve a dispute, that has arisen from the use of personal information without permission to commit fraud or other crimes. |
| Insurer | Brit Syndicate 2987 at Lloyd's registered in England and Wales (company number 0824611). |
| Legal costs and expenses | <ol style="list-style-type: none"> 1 In respect of all insured events under this section other than as provided for in 2 below: <ol style="list-style-type: none"> i reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the appointed advisor on the standard basis and agreed in advance by us. The term 'standard basis' can be found within the Courts Civil Procedure Rules Part44; ii reasonable accountancy fees and disbursements costs reasonably incurred by the appointed advisor and agreed in advance by us; iii other side's costs, fees and disbursements incurred in civil claims where you have been ordered to pay them or pay them with our agreement. 2 In respect of event 11 your loss of earnings less whatever is recoverable from the court tribunal or your employer which shall be calculated on the basis that: <ol style="list-style-type: none"> i if you work full-time, the salary or wages for each whole day equals 1/250th of your yearly salary or wages; ii if you work part-time, the salary or wages will be a proportion of your weekly salary or wages; iii if you are self-employed, the net salary or wages that you draw from your business to cover personal cost-of-living expenses for time lost. 3 The costs for both parties to resolve a dispute by mediation where mediation is likely to be effective and fees are agreed by us in advance. |
| Reasonable prospects of success | <ol style="list-style-type: none"> 1 Other than set out in 2 and 3 below a greater than 50% chance of you successfully pursuing or defending the claim and if you are seeking damages or compensation, a greater than 50% chance of enforcing any Judgement that might be obtained. 2 In criminal prosecution claims where you; <ol style="list-style-type: none"> i plead guilty, there is a greater than 50% chance of successfully reducing any sentence or fine or; ii plead not-guilty, there is a greater than 50% chance of that plea being accepted by the court. 3 In all claims involving an appeal, where you have a greater than 50% chance of being successful. |
| Small claims court | A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999, a court in Scotland that uses the small claims procedure set out by the Act of Sederunt (Small Claims) Rules 2002 or a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where the policy applies. |
| Standard basis | The basis of assessment of costs where the court only allows recovery of costs which are proportionate to the claim and are reasonable. |
| Territorial limits | <ol style="list-style-type: none"> 1 For event 4, Personal injury – Worldwide. 2 For event 3, Contract disputes and incident 5, Clinical negligence – The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. 3 For all other incidents – The United Kingdom. |
| We/us/our | ARAG plc (or appointed agents on its behalf) who are authorised under a binding authority agreement to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's. |

HOME INSURANCE

LEGAL PROTECTION (continued)

DEFINITIONS (continued)

You/your/policyholder

The person(s) named in the **schedule** as the policyholder. Where the policyholder is a company or trust, cover under this section will apply for the benefit of the private individual(s) permanently living in **your home** provided that:

- 1 permission for such individuals to live at the **home** is not granted under an assured shorthold tenancy agreement.
- 2 anyone claiming under this section must have the policyholders agreement to claim.

HOW WE WILL SETTLE CLAIMS

Following an insured event the **insurer** will pay your **legal costs and expenses** and **communication costs** up to

- 1 £100,000 for all **incidents** including the cost of appeals (other than planning appeals) other than as shown in 2 and 3 below.
- 2 £5,000 for planning appeals.
- 3 £250 per day and subject to a limit of £10,000 in total for lost salary and wages under event 11.

for all claims related by time or original cause and provided that:

- i the incident happens within the **territorial limits** and;
- ii the claim:
 - a always has **reasonable prospects of success** and;
 - b is reported to **us**:
 - during the **period of insurance** and;
 - immediately after **you** first become aware of circumstances which could lead to a claim under this insurance and;
- iii unless there is a conflict of interest **you** always agree to use the **appointed advisor** chosen by **us** in any claim:
 - a to be heard by the small claims court and/or;
 - b before legal proceedings have been or need to be issued;
- iv any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licencing body; or mediation agreed with **us**;
- v if, arising from **your** use of **our** Identity Theft Helpline in the **period of insurance** **you** incur **communication costs** **we** will reimburse **you** provided that **you** send **us** the receipts or other suitable evidence of **communication costs** incurred.

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

THE COVER

You are insured for the unforeseen insured events as set out below.

1 Employment disputes

A dispute with **your** current, former or prospective employer relating to **your** contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the:

- a ACAS Code of Practice for Disciplinary and Grievance Procedures, or;
 - b Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland;
- have been or ought to have been concluded.

You must cooperate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

2 Disputes with domestic employees

A dispute with **your domestic employee** that arises from:

- a their dismissal by **you**;
- b the terms of a contract of employment or service occupancy agreement with **you**;
- c an alleged breach of **your domestic employee's** legal rights under employment laws.

THE EXCLUSIONS

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

- 1 **legal costs, expenses** and/or **communication costs** incurred without **our** consent;
- 2 any actual or alleged act omission or dispute happening before or existing at the start of this policy and which **you** knew or ought reasonably to have known could give rise to a claim under this section;
- 3 a claim relating to an amount below £100;
- 4 an allegation against **you** involving:
 - i assault, violence or dishonesty, malicious falsehood or defamation;
 - ii the manufacture, dealing in or use of alcohol, illegal drugs and indecent or obscene materials;
 - iii illegal immigration;
 - iv offences under Part 7 of the proceeds of Crime Act 2002 (money laundering offences);
- 5 a dispute between **your** family members or between **you** and **your domestic employee** other than a claim under event 2;
- 6 a judicial review;
- 7 a dispute with:
 - i Oak Underwriting plc or **us** or the **insurer** or that is not dealt with under the Complaints section of this policy;
 - ii the company that sold this policy;
- 8 a group litigation order;
- 9 fines, penalties or compensation awarded against **you**;
- 10 legal fees that are payable on a contingency basis (as a percentage of damages won).

We will not pay any claims arising from or relating to:

- 1 disputes arising solely from personal injury;
- 2 defending any claim other than defending a counter claim or an appeal;
- 3 **legal costs and expenses** relating to an internal disciplinary or grievance hearing;
- 4 a compromise or settlement agreement between **you** and **your** employer, unless the claim has already been accepted by **us** (**we** will be able to help **you** find a suitable solicitor who will assist **you** with this at **your** own expense);
- 5 a dispute with your **domestic employee**;
- 6 tribunal fees that are recoverable from **your** employer or ex employer by order of the tribunal or as part of an agreed settlement.

We will not pay any claims arising from or relating to:

- 1 disciplinary hearings or internal grievance procedures;
- 2 personal injury;
- 3 **you** pursuing a claim against **your domestic employee** other than a claim to recover possession of a part of **your home** or other accommodation provided by **you** under a service occupancy agreement.

HOME INSURANCE

LEGAL PROTECTION (continued)

3 Contract disputes

A dispute arising out of an agreement or alleged agreement **you** have entered into for:

- a buying or hiring consumer goods or services;
- b privately selling goods;
- c buying or selling **your home**;
- d renting **your home** as a tenant;
- e the occupation of your main home under a lease where you are a tenant.

4 Personal injury

A sudden event directly causing **you** physical **bodily injury**.

5 Clinical negligence

A dispute arising from alleged clinical or medical negligence or malpractice.

6 Property

A dispute relating to visible property owned by **you** following:

- a an event which causes **damage** to **your** visible property including **your home**;
- b a public or private nuisance or trespass providing where any boundary is in dispute, **you** have satisfactorily evidenced its position.

7 Planning appeals

An appeal to the Planning Inspectorate or equivalent competent authority following the refusal by **your** Local Planning Authority to grant planning permission following **your** request for approval provided that:

- a **you** take all available steps to ensure planning permission is granted, such as consulting with the local authority prior to submitting **your** application;
- b **you** exhaust every alternative option to secure planning approval prior to launching a planning application appeal.

We will not pay any claims arising from or relating to:

- 1 disputes with tenants or where **you** are the landlord or leasor;
- 2 loans, mortgages, endowments, pensions or any other banking, life or long-term insurance products, savings or investments;
- 3 **your** business activities, trade, venture for gain, profession or employment;
- 4 a settlement due under an insurance policy;
- 5 construction work, or designing, converting or extending any building where the contract value exceeds £100,000 including VAT.

We will not pay any claims arising from or relating to:

- 1 clinical or medical negligence;
- 2 any illness or personal injury which happens gradually or is not caused by a specific or sudden accident;
- 3 defending any dispute other than defending a counter claim or an appeal.

We will not pay any claims arising from or relating to:

- 1 the first £250 of any claim under 6b – this is payable by you as soon as **we** accept the claim;
- 2 a contract or covenant **you** have entered into;
- 3 any building or land other than **your home**;
- 4 a **motor vehicle**;
- 5 the compulsory purchase of, or restrictions or controls placed on **your** property by any government, local or public authority;
- 6 defending any dispute under 6a other than defending a counter claim or an appeal;
- 7 a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

We will not pay any claims arising from or relating to planning applications **you** make which do not relate to land **you** already own at the site of **your home**.

8 Tax

A formal aspect or full enquiry into **your** personal tax affairs provided that all returns are completed and have been submitted within the legal timescales permitted.

We will not pay any claims arising from or relating to:

- 1 an investigation by the Specialist Investigations (SI) branch of HM Revenue & Customs;
- 2 tax returns where HM Revenue & Customs levy a penalty or claim interest or which contain negligent misstatements;
- 3 **your** business or venture for **your** gain;
- 4 circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **your** financial arrangements;
- 5 any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland.

9 Legal defence – employment

An alleged act or omission by **you** that arises from **your** work as an employee and results in:

- a **you** being interviewed by the police or others with the power to prosecute;
- b a prosecution being brought against **you** in a court of criminal jurisdiction;
- c civil proceedings being brought against **you** under unfair discrimination laws;
- d a formal investigation or disciplinary hearing brought against **you** by a professional or regulatory body.

10 Legal defence – motor

A motoring prosecution brought against **you**.

We will not pay any claims arising from or relating to:

- 1 owning a vehicle or driving without motor insurance;
- 2 a parking offence.

11 Legal defence – loss of earnings

Loss of earnings by **you** for being absent from work to travel to and from and to attend any court tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **appointed advisor** or whilst on jury service, or to carry out actions as directed by the Identity Theft Resolution helpline.

12 Identity theft

A dispute arising from the use of **your** personal information without **your** permission to commit fraud or other crimes provided that **you** contact **our** Identity Theft Resolution Helpline as soon as **you** suspect that **your** identity may have been stolen.

We will not pay money claimed, goods, loans or other property or financial loss or other benefit obtained as a result of the identity theft.

HOME INSURANCE

LEGAL PROTECTION (continued)

SPECIAL CONDITIONS

These conditions, as well as the general policy conditions, apply to the Legal Protection section of **your** policy. Where the **insurer's** risk is affected because **you** fail to keep to these conditions the **insurer** can cancel this insurance, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs and expenses** from **you** if this happens.

1 Your responsibilities

You must:

- i not do anything that hinders **us**, the **insurer** or the **appointed advisor**;
- ii tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour;
- iii co-operate fully with **us** and the **appointed advisor**, give them any instructions **we** require and keep them updated with progress of the claim;
- iv take reasonable steps to claim back **legal costs and expenses, communication costs**, employment tribunal and employment appeal tribunal fees and where recovered pay them to the **insurer**;
- v tell the **appointed advisor** to have the **legal costs and expenses** assessed or audited if **we** require;
- vi keep **legal costs and expenses** and **communication costs** as low as possible.

2 Consent

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

3 Freedom to choose an appointed advisor

- i In certain circumstances as set out in 3ii below **you** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- ii The **policyholder** may choose an **appointed advisor** if:
 - a **we** agree to start proceedings or proceedings are issued against a **policyholder**, or
 - b there is a conflict of interest;except where the **policyholder's** claim is to be dealt with by the small claims court where **we** shall choose the **appointed advisor**.
- iii Where **you** wish to exercise the right to choose, **you** must write to **us** with **your** preferred representative's contact details.
- iv If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, cover will end immediately.
- v In respect of a claim under Insured event 1 Employment, 3 Contract, 4 Personal injury or 5 Clinical negligence, the **insured** enters into a **conditional fee agreement** or the **appointed advisor** enters into a **collective conditional fee agreement**, where legally permitted.

4 Settlement

- i **We** have the right to settle by paying the reasonable value of **your** claim.
- ii **You** must not negotiate, settle the claim or agree to pay **legal costs and expenses** without **our** written agreement.
- iii If **you** refuse to settle the claim following advice to do so from the **appointed advisor**, **we** reserve the right to refuse to pay further **legal costs and expenses**.
- iv **You** will have to settle **communication costs** arising from identity theft in the first instance and make a receipted claim to **us** for reimbursement.

5 Barrister's opinion

We may require **you** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports **you**, then **we** will reimburse the reasonable costs of that opinion. If that opinion conflicts with the advice obtained by **us**, then **we** will pay for a final opinion which shall be binding on **you** and **us**.

6 Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described under the Complaints section of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate over the complaint.

HOME INSURANCE

GENERAL CONDITIONS

These apply to all sections of the Policy except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees.

These are the conditions of the insurance **you** will need to meet as **your** part of this contract. If **you** fail to comply with these conditions, a claim may be rejected or payment could be reduced. In some circumstances **your** policy may be invalid.

1 Notifying us of a change and disclosure of information

Please remember that **you** are required to tell **us** of any changes to the information provided by **you** or **your** insurance intermediary to **us**, which **we** have used in deciding to accept **your** insurance and in setting the premium and terms, within 30 days of first knowing of the changes. The information which **we** are using is shown in the Statement of Fact issued with **your** schedule.

Changes that should be notified include but are not limited to:

- **you** are going to move **home** permanently;
- if anyone other than **you** is living in **your home**, if it is a weekend, weekday or holiday **home**, or if it is to be left **unoccupied**;
- use of any part of **your home** for trade, professional or **business** purposes other than use for clerical purposes or **business** by **you**;
- any proposed building, restoration, renovation and/or maintenance works:
 - i where the estimated value of all phases of the project is more than £100,000 including VAT and materials provided by **you** and/or;
 - ii work involves **structural alteration** to the **building** or **outbuildings**;
- **you** being convicted of any offence (other than motoring offences);
- any change to **your** occupation, trade, profession or nature of **business** activity;
- any **loss** or **damage** not reported or claimed for under this policy including:
 - i any sign of **subsidence, heave** or **landslip** such as diagonal cracking, whether internal or external;
 - ii any incident of flooding at the **home** or **loss** or **damage** caused by ingress of water following a storm;
- any increase in the full replacement value as defined in the policy for **your buildings, outbuildings, contents** and **valuables**;
- any alteration to the fire and/or security arrangements or protections previously advised to **us**, including any fire and/or intruder alarm system no longer being maintained, operational, used or if there are any changes in the response to an alarm activation.

Following notification of a change to the information, **we** may alter the terms, conditions and exclusions which may include an additional premium or cancellation **your** policy. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be offered and **we** may be entitled to reject payment of a claim, or pay only a proportion of a claim. In some circumstances **your** policy may be invalid and **you** may not be entitled to a refund of premium.

2 Fraud

If dishonesty (including use of fraudulent means or devices) or exaggeration is used by **you** or anyone acting on **your** behalf:

- to obtain a claims payment under **your** policy; or
- to promote or substantiate a claim whether the claim is genuine or not; or
- to obtain cover for which **you** do not qualify; or
- to obtain cover at a reduced premium;

all benefits under this policy will be lost, the policy may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

3 Your duty of care

You must take all reasonable steps to:

- i prevent accidents, injury, illness, **loss** or **damage**;
- ii maintain **your** property in good condition and repair.

4 Adequacy of sums insured

Your sums insured must be maintained at full value at all times.

For buildings and tenants improvements

The full cost of rebuilding as new if the **buildings** and **outbuildings** were totally destroyed plus the cost of professional fees, clearance costs and statutory costs.

For contents

The current cost to replace as new.

HOME INSURANCE

GENERAL CONDITIONS (continued)

4 Adequacy of sums insured *continued*

For valuables

The current cost to replace as new, the market value or full acquisition cost whichever is the greater.

5 Your duty when you have a claim

You must:

- i as promptly as possible provide details of the claim or possible claim, initially by telephone and then in writing if required by us;
- ii co-operate fully with **us** at all times;
- iii promptly provide any information and assistance **we** may require;
- iv if **you** believe that **your** property has been stolen vandalised or maliciously damaged:
 - a promptly tell the police and, if required, any other relevant authorities;
 - b obtain an incident report number, a property irregularity or other appropriate report;
- v if **you** are the victims of riot:
 - a immediately notify the police;
 - b immediately notify **us**;
- vi do all that **we** ask **you** to recover any lost property;
- vii for liability claims, **you** must immediately send **us** unanswered every statement of claim, legal process or other communication **you** receive about the claim;
- viii not negotiate, pay, settle, offer to settle, admit or deny any claim without **our** prior written consent.

6 Our rights after a claim

We have the right to:

- i take over and conduct in **your** name, the defence or settlement of any claim;
- ii start legal action in **your** name (but at **our** expense and for **our** own benefit) to recover from others, compensation in respect of anything covered by this policy;
- iii enter the damaged property should **we** wish to do so.

7 Other insurances

If **you** claim under this policy for something which is also covered by another insurance policy, you must provide us with full details of the other insurance policy. **We** will only pay **our** share of any claim.

8a Cancellation by you

If **you** wish to cancel **your** policy please write to **us** at the address, or contact the insurance intermediary, shown on **your** schedule.

If **you** cancel the policy **you** may be entitled to a refund of premium provided that no claim has been made during the current **period of insurance**.

- i Within the first 14 days.

If **you** cancel the policy within 14 days of the date **you** receive **your** policy documents, **we** will refund the premium provided no claim has been made during the current **period of insurance**.
- ii After the first 14 days.

If **you** cancel the policy **you** may be entitled to a refund of premium provided that no claim has been made during the **period of insurance**.

8b Cancellation by us

We may cancel the policy where we have identified grounds including but not limited to:

- i changes in the information on which the insurance was based;
- ii failure to provide us with information we have requested that is directly relevant to the cover provided under this policy or any claim;
- iii the use or threat of violence or aggressive behaviour against our staff, contractors or property;
- iv the use of foul or abusive language.

We will write to you at your last known address, by recorded delivery, providing 14 days notice that your policy will cancel.

This will not affect your right to make a claim for any event that happened before the cancellation date. If we cancel the policy we will refund premiums already paid for the remainder of the current **period of insurance**, provided no claim has been made during the current **period of insurance**.

If you fail to pay an instalment, requested under the credit agreement to pay the premium, on its due date or fail to maintain the direct debit mandate and such default is not corrected in the time permitted by the Consumer Credit Act 1974, the whole of the outstanding balance will become due and payable. If this sum is not paid in 7 days, you will be given written notice that this insurance will be cancelled from the date the instalment was due.

9 Disputes

Where we have accepted a claim but there is disagreement over the amount to be paid, the dispute will be referred to an independent arbitrator who will be appointed in accordance with current law to reach a mutual agreement. The decision of the arbitrator will be final and binding.

We and you irrevocably and unconditionally agree to submit any other dispute relating to this insurance to the exclusive jurisdiction of the courts of England and Wales or the country within the **United Kingdom** in which **your home** is situated.

10 Mortgagee's non-invalidating

The rights of any mortgagee under this insurance will not be prejudiced by any act or neglect of the mortgagor provided that the mortgagee, immediately on becoming aware of any such act or neglect, gives us notice in writing and pays any additional premium we require.

11 Assignment

You cannot transfer your interest in this policy to anyone else without our prior written agreement.

12 Joint Insureds

The most we will pay is the relevant **sum insured**. If there is more than one of you, the total amount we will pay will not exceed the amount we would be liable to pay any one of you.

13 Contracts (Rights of Third Parties) Act 1999

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

14 Covers common to more than one part of this insurance

The most we will pay is the relevant amount stated under each section of cover. If there is a common cover under more than one part of this insurance, we will only pay under one part of this insurance.

15 Financial sanctions

We shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** we shall cancel this policy immediately by giving you written notice at your last known address.

HOME INSURANCE

GENERAL EXCLUSIONS

These apply to all sections of the Policy except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees.

1 War risks

Any **loss, damage**, liability, cost or expense of any kind caused directly or indirectly by war, invasion or revolution.

2 Confiscation

This policy excludes any **loss, damage** or liability caused by or resulting from **your** property being confiscated, seized, damaged or destroyed by or under the order of any government, public and/or local authority.

3 Radioactive contamination

This policy excludes any **loss, damage**, expense, loss of profit, business interruption and any similar economic loss of any kind or legal liability directly or indirectly caused by, contributed to, or arising from:

- a ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from the use of nuclear fuel;
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any part of it.

4 Terrorism

Any **loss, damage**, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

5 Pressure waves

This policy excludes any **loss, damage**, expense, loss of profit, business interruption and any similar economic loss of any kind or legal liability directly or indirectly caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

6 Date change

This policy excludes, unless specifically amended elsewhere in this insurance, any:

- a computer or computer-related equipment, system or software;
- b equipment, machinery or product containing, connected to, or operated by, means of a data processor chip; which fails to correctly recognise, interpret, respond or process any data, instruction, or any date or part of a date as its true calendar date. Any subsequent **loss** or **damage** which is covered by this insurance is, however, insured.

7 Other exclusions

This policy excludes **loss, damage**, or legal liability arising from:

- a deception, dishonesty and/or fraud, other than:
 - i by any person using deception to gain entry to **your home**;
 - ii theft of insured property by any **domestic employee** provided that **you** have recorded the identity of and place of residence for any such employee(s), and report any occurrence of theft or mysterious disappearance of insured property to the police;
- b a gradually operating cause including normal deterioration, frost, damp, corrosion, warping, rust, action of light and any kind of rot, mould or fungus;
- c mechanical or electrical breakdown, fault or failure, including loss or electronic data;
- d deliberate acts or misuse by **you** or any of **your domestic employees**;
- e loss in value following repair, replacement or reinstatement (except as specifically varied for **valuables** elsewhere in this insurance);
- f loss of profit, business interruption and any similar economic loss of any kind;
- g arising from defective design, workmanship, materials or maintenance. **We** will pay for resultant **damage** unless stated otherwise in **your** policy or an exclusion applies.

HOME INSURANCE CLAIMS STANDARDS

At Oak, **we** are proud of **our** commitment to a first class claims service and will provide assistance to ensure that **your** claims are handled as smoothly and efficiently as possible and that **you** are kept fully informed at every stage of the process.

When **you** need to make a claim under **your** policy **we** will need **you** to provide:

- **your** name, address and contact telephone numbers;
- personal details necessary to confirm **your** identity;
- policy number (or information to enable us to identify this if not immediately to hand);
- the date of the **incident**;
- the cause of the **loss** or **damage**;
- details of the property which has been lost or damaged or the names and addresses of the person who has been injured or owns the property which has been damaged;
- the details of any crime or lost property report;
- name and address of those responsible for the **incident**;
- name and address of any witnesses to the **incident**.

This information will enable **us** to make an initial evaluation on policy liability however, depending upon circumstances and value, **we** may request additional information such as:

- documentation supporting the ownership, description and value of any item;
- location of damaged property;
- independent opinion to confirm the item to be beyond economic repair;
- estimates or accounts for the repair of the damaged property.

Please also refer to General Conditions, 5, '**Your** duty when you have a claim'.

We aim to:

- when **you** first make a claim, respond to **you** within 2 working days and, where appropriate, arrange for the damage to be inspected within 5 working days;
- explain what should happen and when including how **your** policy will operate and any action **you** may have to take;
- tell **you** how your claim is progressing;
- where possible correspond with **you** by a medium of **your** choice (telephone, email or letter post);
- reply to **your** letters, faxes and e-mails by close of business on the working day following receipt;
- in the event that we refuse all or part of **your** claim or offer **you** less than **you** have claimed, explain why;
- once **your** claim is agreed, make payment within 2 working days.

In the case of legal protection claims or where the law or courts set different requirements, these will be explained to **you** when **you** make **your** claim.

HOME INSURANCE COMPLAINTS

We, at Oak Underwriting, are proud of **our** commitment to a first class service and will provide assistance to ensure **your** needs are handled as smoothly as possible. If **you** believe that **we** have not delivered the service **you** expected, **we** want to hear from **you** so that **we** can try to put things right. **We** take all complaints seriously and following the steps below will help **us** understand **your** concerns and give **you** a fair response.

If **your** complaint relates to **your** policy or a claim being made under the policy, which **your** insurance intermediary has not been able to resolve for **you**, please contact **us** at the address shown below.

We aim to resolve **your** concerns by the close of the next business day.

In the event that **your** concerns have not been resolved within this time, **your** complaint will be referred to **our** Customer Relations Manager who will arrange for an investigation on behalf of **our** Managing Director. The contact details are as follows:

Post:

The Customer Relations Manger

Oak Underwriting plc
Cromwell Park
Chipping Norton
Oxfordshire
OX7 5DF

E: customerservices@oak-underwriting.com

Our promise to **you**

We will:

- acknowledge all complaints promptly;
- investigate quickly and thoroughly;
- keep **you** informed of progress;
- do everything possible to resolve **your** complaint;
- use the information from **your** complaint to proactively improve **our** service in the future.

Once **we** have reviewed your complaint **we** will aim to issue **our** final decision, in writing, within 10 working days of the date **we** received **your** complaint. If **we** are unable to fully respond within this time **we** will update **you**, in writing, within 8 weeks of the date **we** received **your** complaint.

If **you** are still unhappy after **our** review, or **you** have not received **our** offer of resolution within 8 weeks of the date **we** received **your** complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Financial Ombudsman Service

Exchange Tower
Harbour Exchange Square
London
E14 9SR

T: **0800 023 4567** – free from standard landlines, mobiles may be charged
0300 123 9123 – same rate as 01 or 02 numbers, on mobile phone tariffs

E: complaint.info@financial-ombudsman.org.uk

W: www.financial-ombudsman.org.uk

If **you** have cause for complaint under the Home Emergency Service or Legal Protection, please contact **our** Customer Relations Manager as shown above or, alternatively, contact ARAG plc in one of the following ways:

Customer Relations Department

ARAG plc

9 Whiteladies Road
Clifton
Bristol
BS8 1NN

T: **0117 917 1561** (hours of operation are 9:00am - 5:00pm Mondays to Fridays excluding Bank Holidays. For mutual protection and training purposes calls may be recorded).

Should **you** remain dissatisfied following a complaint regarding the Home Emergency Service or Legal Protection sections of the policy, **you** can pursue **your** complaint further with Lloyd's. They can be contacted in the following ways:

Complaints

Lloyd's

Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

T: **0207 327 5693**

E: **complaints@lloyds.com**

If **you** are still unhappy after Lloyd's review, or **you** have not received Lloyd's offer of resolution within 8 weeks of the date of the complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Financial Ombudsman Service

Exchange Tower
Harbour Exchange Square
London
E14 9SR

T: **0800 023 4567** – free from standard landlines, mobiles may be charged
0300 123 9123 – same rate as 01 or 02 numbers, on mobile phone tariffs

E: **complaint.info@financial-ombudsman.org.uk**

W: **www.financial-ombudsman.org.uk**

You have six months from the date of **our** final response to refer **your** complaints to the Financial Ombudsman Service. This does not affect **your** right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

HOME INSURANCE

HOW WE USE INFORMATION

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

WHO WE ARE

This product is underwritten by Oak Underwriting plc. You are giving your information to Oak Underwriting plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we', 'us', and 'ours' refers to the Group unless otherwise stated.

HOW YOUR INFORMATION WILL BE USED AND WHO WE SHARE IT WITH

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties. If you contact us electronically, we may collect your electronic information identifier, e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with you;
- understand our customers' requirements;
- develop and test products and services.

Calls to Oak Underwriting may be recorded and monitored.

We do not disclose your information to anyone outside the Group except:

- where we have your permission;
- where we are required to do so by law;
- to credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you;
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change. We will not keep your information for longer than is necessary.

SENSITIVE INFORMATION

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

FRAUD PREVENTION AGENCIES

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking details on applications for credit and credit related or other facilities;
- recovering debt;
- checking details on proposals and claims for all types of insurance;
- checking details of job applicants and employees.

Please contact the Compliance Officer at the address below if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

CLAIMS HISTORY

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, you must tell us about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

HOW TO CONTACT US

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. Any fee charged will be in line with guidance issued by the Information Commissioner's Office for such information requests. If you have any questions, or you would like to find out more about this notice you can write to:

The Compliance Officer

Oak Underwriting Plc
Cromwell Park
Chipping Norton
Oxfordshire
OX7 5DF

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). This means that in the unlikely event that we are unable to meet our obligations to you following a claim, you may be entitled to compensation. Further information is available from the FSCS at www.fscs.org.uk or on 0800 678 1100.



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