

*Continuity is...
building sustainable
relationships*



AGREEMENT

Amlin

Agreement between us and you

We will pay for any **damage**, legal liability, costs or expenses described in this policy arising from events happening during the **period of insurance** for which **we** have accepted a premium.

All information supplied by **you** in connection with this insurance forms part of the contract between **us** and **you**.

This policy should be read together with **your schedule** and any **endorsements**.

ABOUT THIS HOME INSURANCE POLICY

Thank you for entrusting this insurance to Amlin UK.

Policy document and disputes

Please read this policy and **your schedule** carefully and refer any queries to **your** insurance intermediary or Amlin UK, either of whom will be happy to advise and take any action.

If, however, there is a dispute that cannot be resolved, **you** are entitled to refer the matter as described under the heading “COMPLAINTS PROCEDURE” on page 4.

The cover included

This policy is divided into a number of sections. To find which sections are in force, **you** should check **your schedule** which is enclosed with this policy. **Your schedule** also tells **you** how much **you** are insured for.

How much to insure for

It is up to **you** to make sure that the amount **you** insure for represents the full value of the property concerned.

For **buildings**, this means the full cost of rebuilding **your** property, including any outbuildings, plus an amount for any additional charges which could be incurred in rebuilding, such as demolition costs, architects’ and surveyors’ fees and complying with the requirements of local authorities.

For **contents**, this means the cost of replacing **your** property as new.

REMEMBER - if you do not insure for the full value of your property the amount of any claim you make may be reduced.

Changes in your circumstances

This policy has been based on the information **you** have given **us** about **yourself** and **your home** and **your** occupation. **You** must tell **us** immediately of any changes to this information, including change of address or change of use of **your home**, or if you add to the value of **your** property. **You** can change amounts insured at any time. **You** do not have to wait for renewal. **You** must also tell **us** if **you**, or any other persons living with **you**, are convicted of any offence (other than driving offences) or are declared bankrupt. If there is any change of circumstances **we** may revise the terms and conditions of this policy with effect from the date of change.

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

How to make a claim

First, please read this policy and **your schedule** to check that **you** are covered, then the claims notification procedure on page 12 of this policy. **You** should then ask **your** insurance intermediary or Amlin UK for a claim form on which **you** should provide as much information as possible to ensure that **your** claim can be dealt with quickly by all concerned.

REMEMBER - do not hesitate to contact your insurance intermediary or Amlin UK for assistance.

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COMPLAINTS PROCEDURE

We intend to provide a first class service at all times to **our** policyholders.

If, however, **you** have cause for complaint, **we** would ask that **you** first contact the insurance adviser who arranged the insurance for **you**.

If **you** are not satisfied with the manner in which **your** complaint has been dealt with, any further complaint should be addressed to **us** at

**Amlin House
Parkway
Chelmsford
Essex
CM2 0UR
E-mail: Aulcomplaints@amlin.co.uk**

Should **you** remain dissatisfied, **you** may refer **your** complaint to Policyholder & Market Assistance at Lloyd's, who will investigate and assess **your** complaint. Lloyd's contact details are as follows.

**Policyholder & Market Assistance
Lloyd's Market Services
One Lime Street
London
EC3M 7HA
Phone: 0207 327 5693
Fax: 0207 327 5225
E-mail: Complaints@Lloyds.com**

Ultimately, should **you** remain dissatisfied with Lloyd's final response, **you** may, if eligible, refer **your** complaint to the Financial Ombudsman Service (FOS). Please note that **you** are able to escalate **your** complaint to FOS within six months from the date of Lloyd's final response letter. Given this, please direct **your** communications in the first instance to the Lloyds address above.

Details of who is eligible to refer a complaint to the FOS can be found on their website at www.financial-ombudsman.org.uk

DEFINITIONS APPLYING TO THE WHOLE POLICY

Definitions are set out below and any word or phrase that has a definition is printed throughout this policy in bold type.

Accidental damage	Damage caused suddenly, unexpectedly and accidentally.
Buildings	Home , including permanent landlord's fixtures and fittings in or on the home , tennis courts, swimming pools, terraces, ornamental ponds and fountains, patios, drives, paths, walls, gates, fences, hedges and fixed tanks providing fuel to the home , all contained within the boundaries of the land .
Computer virus	A corrupting instruction that propagates itself via a computer system or network.
Contents	Household goods, personal property, money, credit cards, valuables , fixtures and fittings, satellite dishes and receiving aerials and their fittings and masts, all belonging to you or for which you are responsible and contained in, or fixed to, the home , or in the open within the boundaries of the land . The term contents does not include property primarily held for professional or business purposes, electrically or mechanically powered vehicles, (other than domestic gardening machines), aircraft, boats, boards and craft designed to be used on or in water, caravans, trailers, trailer tents and their parts and accessories, any living creature or property more specifically insured by this or any other policy.
Credit cards	Credit, cheque, debit, charge, bankers' and cash dispenser cards belonging to you and used for personal, domestic or social purposes only.
Damage	Loss or damage.
Electronic data	Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electro-mechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
Endorsement	A change in the terms of this policy.
Excess	First part of any claim which you must pay.
Home	Private dwelling and its domestic outbuildings and garages at the address shown in your schedule .
Land	Land belonging to the home

Money	Cash, currency, bank notes, cheques, postal or money orders, savings stamps and certificates, premium bonds, gift tokens, luncheon vouchers, trading stamps, travellers cheques, travel tickets and current postage stamps belonging to you and held for personal, domestic or social purposes only.
Period of insurance	Period shown in your schedule and any further period for which you have paid, or have agreed to pay and we have accepted, or have agreed to accept, the premium.
Schedule	Schedule containing your particulars as required by this insurance and is supplied with this policy. On renewal and whenever an endorsement is agreed, a new schedule will be issued.
Territorial limits	United Kingdom, the Channel Islands and the Isle of Man.
Terrorism	Any act or acts, including, but not limited to 1) the use or threat of force and/or violence; or 2) harm or damage to life or to property, (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed, in whole or in part for political, religious, ideological or similar purposes.
Unoccupied	For more than 60 consecutive days 1) not furnished for normal occupation; or 2) furnished for normal occupation, but has not been lived in by any person with your permission.
Unspecified clothing and personal effects	Personal property which is normally worn or carried on or about the person, including jewellery, watches, binoculars and photographic, sports and musical equipment.
Valuables	Jewellery, watches, gold, silver, precious metals, gemstones, furs, pictures, curios and other works of art, stamp, coin and medal collections.
We/us/our(s)	The underwriters for Amlin UK Limited, (registered in England No 2739220) being a service company 100% owned by Amlin Underwriting Limited (registered in England No 2323018) and empowered to act on behalf of Lloyd's Syndicate 2001 managed by Amlin Underwriting Limited. The address of the registered office of Amlin UK Limited and Amlin Underwriting Limited is St Helen's I Undershaft London EC3A 8ND.
You/your/yourself	Person(s) named in your schedule , together with any spouse or domestic partner and any child, parent or other relative of theirs that normally resides with them.

INDEX LINKING OF SUMS INSURED

The sums insured in **your schedule** will be adjusted monthly in line with the following.

- | | |
|--|---|
| Buildings | The House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Should this index not be available, another index will be used. |
| Contents and Personal Possessions | The government's General Index of Retail Prices. Should this index not be available, another index will be used. Specified personal possessions and specific limits stated in this policy are not index linked. |

No charge will be made for this during each year, but renewal premiums will be calculated on the adjusted sums insured.

In the event of a claim, adjustments will continue from the date of damage to the settlement of the resulting claim, provided **you** have not unreasonably delayed notification or settlement of the claim.

GENERAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

This policy does not cover the following.

1) General

Any **damage**, legal liability, costs or expenses directly or indirectly caused by, or contributed to, or arising from

a) Radioactive contamination

- i) ionising radiations from, or contamination by radioactivity from, any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

b) War risks

war, invasion, act of foreign enemy hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

c) Sonic bangs

pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

d) Pollution

pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring, but this exclusion shall not apply to

- i) a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**; or
- ii) any incident involving the leakage of oil from a domestic oil installation at the **home**, provided that **we** are advised as soon as **you** were aware, or ought to have become aware, of such leakage.

e) Date recognition failure

the failure of any computer data processing equipment or media micro chip, integrated circuit or similar device or any computer software, whether belonging to **you** or not, correctly to

- i) recognise any date as its true calendar date;
- ii) capture, save, retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date; or
- iii) capture, save, retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture, save, retain or process such data

provided that this exclusion shall not apply to subsequent **damage**, not otherwise excluded, which results from any of standard perils 1-12 of Section 1 Buildings.

- 2) **Land**
Any **damage** (including loss of value) to the **land** or any part of the **land**.
- 3) **Loss in value**
Loss in value of any property following repair or replacement.
- 4) **Act of terrorism**
Harm or **damage** to life or property, or the threat of such harm or **damage**, by nuclear and/or chemical and/or biological and/or radiological means, resulting directly or indirectly from, or in connection with, **terrorism**, regardless of any contributing cause or event.
- 5) **Computer virus and electronic data**
In respect of sections 1, 2 and 3 of this policy only, **damage** directly or indirectly occasioned by or happening through or in consequence of **computer virus(es)**, or from erasure or corruption or alteration of **electronic data**, provided that this exclusion shall not apply to **damage** which results from any of standard perils 1-4, 6 or 9 of Section 2 Contents.

GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY

1) Reasonable care

If **you** have not taken all reasonable steps to prevent accidents or **damage** and maintain the property in a sound condition and good repair, **we** shall not be liable to make any payment under this policy.

2) Changes that may affect your insurance

We have relied upon information advised to **us** in deciding to provide **you** with this insurance.

You must tell us as soon as possible if there are changes that may affect **your** insurance, such as, but not restricted to, the following.

- a) **You** change the address where **you** normally live or **your** occupation.
 - b) **You** are convicted or have a conviction pending for any offence other than motoring.
 - c) The use of the **home** is changed, such as let out to lodgers, used for business purposes or becomes **unoccupied**.
 - d) The carrying out of structural alterations at the **home** - **we** should be notified before any work starts.
 - e) **You** are declared bankrupt, or are the subject of bankruptcy proceedings.
- In the event of any such change, **we** will have the option of amending the terms under which this insurance has been provided or cancelling this insurance from the date of change.

3) Cancellation

- a) **We** may cancel this policy by sending 30 days notice by recorded delivery to **you** at **your** last known address and **we** will allow a pro rata refund of premium for the unexpired period to expiry date, subject to paragraph d) below.
- b) **You** may cancel this policy at any time and **we** will allow a refund of premium for the period to expiry date calculated in accordance with **our** short period rates, subject to paragraph d) below.
- c) If **you** pay **your** premium by monthly direct debit under a credit facility provided by **us** or on **our** behalf and there is a default in payment, **we** reserve the right to cancel this policy in accordance with the terms of **your** credit agreement. No refund of premium or credit charge will be due when cancellation takes place in these circumstances.
- d) Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and credit charge, if applicable, shall be payable for the period of cover provided.

4) Other insurance

If any **damage**, liability, costs or expenses covered by this policy is insured elsewhere, **we** will only pay **our** rateable proportion of any claim.

5) Fraud

All benefit under this policy will be forfeited, with no refund of premium, if any claim is in any respect fraudulent, or if any fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy.

6) Governing law

There is a choice of law for this insurance, but unless **we** agree otherwise, English law applies.

7) Data Protection Act 1998

It is agreed by **you** that any information provided to **us** regarding **you** for the purpose of accepting insurance and handling any claims may, if necessary, be divulged to third parties, provided that it will be processed by **us** in compliance with the provisions of the Data Protection Act 1998.

8) Contracts (Rights of Third Parties) Act 1999

A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this general condition does not affect any right or remedy of a third party which exists, or is available, other than by virtue of this Act.

CONDITIONS APPLYING IN THE EVENT OF A CLAIM

1) Notification of claims

Your failure to act in accordance with the requirements stated in paragraphs a) and b) below may, at **our** option, result in **your** claim being invalid.

a) Damage to property

In the event of **damage** to property likely to result in a claim **you** must

- i) immediately report to the police any theft, malicious damage, vandalism or loss of property;
- ii) advise **us** as soon as possible and at **your** expense provide full written details and proofs that **we** require; and
- iii) take all reasonable steps to minimise **damage** and take all practical steps to recover lost property and discover any guilty person.

b) Legal liability

In the event of any accident likely to result in a legal liability claim **you** must

- i) advise **us** immediately and as soon as possible provide full written details and any assistance that **we** require;
- ii) immediately send to **us** any letter, writ, summons or other legal document issued against **you** without answering it; and
- iii) not negotiate, pay, settle, admit or deny any claim without **our** written consent.

If **you** need to notify **us** of a claim, or of any circumstances or incident which may cause a claim, (other than under Section 5 Family legal expenses) in the first instance **you** should contact **your** insurance intermediary. Alternatively, **you** may contact **us** on 01245 396357.

For notification of claims under Section 5 Family legal expenses, refer to page 35 of this policy.

2) Conduct of claims**a) Our rights**

In the event of a claim **we** may

- i) enter into and inspect any **buildings** where the **damage** has occurred and take charge of any damaged property - no property may be abandoned to **us**; and
- ii) take over and control any proceedings in **your** name, for **our** benefit, to recover compensation from any source or defend proceedings against **you**.

b) Recovery of lost or stolen property

If any lost property is recovered **you** must let **us** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim **you** must take it back and **we** will then pay for any damage.

If the property is recovered after payment of the claim it will belong to **us**, but **you** will have the option to retain it and refund any claim payment to **us**.

SECTION 1 BUILDINGS

Your schedule states if this section is in force.

We will pay for the following.

We will not pay for the following.

The standard perils

Damage to buildings caused by

- 1) fire, lightning, explosion or earthquake.
- 2) smoke.
- 3) storm or flood.
- 4) escape of water or oil from any interior fixed heating or domestic water installation, washing machine, dishwasher, refrigerator or freezer.
- 5) freezing or forcible or violent bursting of any fixed heating or domestic water installation in the **home**.
- 6) theft or attempted theft.
- 7) riot, strike, labour or political disturbance or civil commotion.
- 8) malicious persons or vandals.

- 2) **Damage** resulting from any gradually operating cause.
- 3) a) **Damage** caused by frost.
b) **Damage** to gates, fences or hedges.
- 4) **Damage** caused while the **home** is **unoccupied**
- 5) **Damage** caused while the **home** is **unoccupied**
- 6) a) **Damage** caused by **you** or by any person lawfully in the **home**
b) **Damage** caused while the
i) **home** is **unoccupied**; or
ii) **home** is lent, let or sub-let, unless there is forcible and violent entry or exit.
- 8) a) **Damage** caused by **you** or by any person lawfully in the **home**
b) **Damage** caused while the **home** is **unoccupied**

We will pay for the following.

- 9) subsidence or heave of the site upon which the **buildings** stand, or landslip.
- 10) collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals.
- 11) falling trees or branches.
- 12) falling satellite dishes, receiving aerials and their fittings and masts.
- 13) accidental breakage of fixed glass, sanitary ware and ceramic hobs all forming part of the **buildings**.

We will not pay for the following.

- 9) a) The first £1,000 of each claim.
 b) **Damage** to paths, drives, terraces, ornamental ponds and fountains, patios, walls, gates, fences, swimming pools, and tennis courts, unless the foundations beneath the external walls of the **home** are damaged at the same time, by the same cause.
 c) **Damage**
 i) due to coastal or river erosion;
 ii) resulting from demolition alteration or repair to the **buildings**;
 iii) resulting from faulty workmanship or the use of defective materials;
 iv) resulting from the movement of solid floors, unless the external walls of the home are damaged at the same time and by the same cause;
 or
 v) resulting from the bedding down of new structures or settlement of made up ground.
 d) Loss in market value of the property.
- 10) **Damage** caused by domestic pets.
- 11) a) **Damage** to gates, fences or hedges.
 b) **Damage** caused by felling or lopping.
- 12) **Damage** caused to them.

We will pay for the following.

- 14) **accidental damage** to underground services, septic tanks and drain inspection covers at the **home** which belong to **you** or for which **you** are legally liable.

Accidental damage optional extension

Your schedule states if this extension is in force.

Accidental Damage to buildings.**We will not pay for the following.**

- 14) **Damage** resulting from
- a) clearing or attempting to clear a blockage; or
 - b) wear and tear or any gradually operating cause.
-
- 1) The cost of maintenance.
 - 2) **Damage**
 - a) specifically excluded elsewhere in this section;
 - b) caused while the **home** is lent, let or sub-let;
 - c) caused by wear and tear, domestic pets, insects, vermin, rot, fungus, atmospheric or climatic conditions or any gradually operating cause;
 - d) caused by faulty workmanship or design or the use of defective materials;
 - e) caused by settlement or shrinkage of the **buildings**; or
 - f) caused while the **home** is **unoccupied**.

Additional covers

This section extends to include the following additional covers.

- 1) **Loss of rent and cost of temporary accommodation**
Up to 25% of the **buildings** sum insured for
 - a) loss of rent payable to **you**;
 - b) any ground rent payable by **you**; or
 - c) the reasonable costs of necessary temporary accommodation for **you** and **your** domestic pets
 if it not possible to live in the **home** as the result of **damage** insured by this section.

2) Additional costs and expenses

The additional costs of

- a) architects, surveyors and other professional fees;
- b) clearing debris, demolition, shoring or propping up; or
- c) complying with government or local authority requirements necessary as a result of **damage** insured by this section.

This additional cover will not pay for the following.

- a) In respect of a) above, fees incurred for preparing any claim under this policy.
- b) In respect of c) above, costs for complying with requirements notified before the **damage** occurred.

3) Transfer of interest in the home

If **you** are selling the **home**, the purchaser will have the benefit of this section during the period between exchange of contracts and completion, provided that the **home** is not insured under any other policy.

4) Emergency access

Damage to the **buildings** caused by forced access to deal with a medical emergency or prevent **damage** to the **buildings**.

5) Trace and access

Up to £5,000 for costs of locating the source of **damage** caused by escape of water or oil at the **home** as insured by this section, such costs to include the reinstatement of walls, floors and ceilings removed or damaged during the search.

6) Damage to gardens and cost of clearing drains

Up to £1,000 in any one **period of insurance** for the cost of restoring **your** garden and clearing underground services caused by the emergency services while attending the **home** as a consequence of **damage** insured by this section.

Claims settlement

Provided that, at the time of **damage**, the sum insured is not less than the replacement cost and the **buildings** are in a good state of repair, **we** will, at **our** option, pay the cost of repair or the replacement cost.

The replacement cost is the cost of rebuilding the **buildings** at the same location in the same size, style and design and with the same quality of materials and workmanship, including the additional costs and expenses described in additional cover 2) of this section.

We will not pay any reduction in market value of the **home** resulting from repair or replacement of damaged parts.

If the **buildings** are not in good repair, or if repair or replacement is not carried out, **we** will, at **our** option, pay either

- 1) the cost of repair or replacement less a reduction for wear and depreciation or
- 2) for reduction in market value caused by the **damage**.

The maximum amount payable in respect of each claim is the sum insured stated in **your schedule** plus 25% of the sum insured on the relevant **buildings** item for loss of rent and cost of temporary accommodation described in additional cover 1) of this section.

The sum insured will not be reduced following payment of a claim.

Matching items

We will not pay for the cost of replacing any undamaged item, or parts of items, forming part of a set, suite or other article of a uniform nature, colour or design when **damage** occurs within a clearly identifiable area or to a specific part.

Underinsurance

If the sum insured is less than the replacement cost **we** will only pay the same proportion of the **damage** as the sum insured bears to the replacement cost.

For example, if the sum insured represents only one half of the replacement cost, **we** will only pay for one half of the amount lost or damaged.

Excess

Unless a different **excess** is specified in **your schedule** or elsewhere in this section, **you** will pay the first £50 of each claim, other than nil in respect of the cover provided by additional cover 4) emergency access.

SECTION 2 CONTENTS

Your schedule states if this section is in force.

We will pay for the following.	We will not pay for the following.
<p>The standard perils</p> <p>Damage to contents caused by</p> <ol style="list-style-type: none"> 1) fire, lightning, explosion or earthquake. 2) smoke. 3) storm or flood. 4) escape of water or oil from any interior fixed heating or domestic water installation, washing machine, dishwasher, refrigerator or freezer. 5) theft or attempted theft. 6) riot, strike, labour or political disturbance or civil commotion. 7) malicious persons or vandals. 8) subsidence or heave of the site upon which the buildings stand, or landslide. 	<ol style="list-style-type: none"> 2) Damage resulting from any gradually operating cause. 3) Damage caused by frost. 4) <ol style="list-style-type: none"> a) Damage caused while the home is unoccupied. b) Damage to the installation or appliance itself. 5) <ol style="list-style-type: none"> a) Damage caused by you or by any person lawfully in the home. b) Damage caused while the <ol style="list-style-type: none"> i) home is unoccupied; or ii) home is lent, let or sub-let, unless there is forcible and violent entry or exit. c) Loss of money unless there is forcible and violent entry or exit. 7) <ol style="list-style-type: none"> a) Damage caused by you or by any person lawfully in the home. b) Damage caused while the home is unoccupied. 8) Damage <ol style="list-style-type: none"> a) due to coastal or river erosion; b) resulting from demolition, alteration or repair to the buildings; c) resulting from faulty workmanship or the use of defective materials; d) resulting from the movement of solid floors, unless the foundations beneath the external walls of the home are damaged by the same cause and at the same time; or e) resulting from the bedding down of new structures or settlement of made up ground.

We will pay for the following.

- 9) collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals.
- 10) falling trees or branches.
- 11) falling satellite dishes, receiving aerials and their fittings and masts.
- 12) accidental breakage of ceramic hobs, mirrors, glass tops to furniture and fixed glass in furniture in the **home**.
- 13) **accidental damage** to television, audio, video and computer equipment in the **home** and satellite dishes, closed circuit television cameras, receiving aerials and their fittings and masts fixed to the **home**.

We will not pay for the following.

- 9) **Damage** caused by domestic pets.
- 10) **Damage** caused by felling or lopping.
- 11) **Damage** caused to them.
- 12) Breakage caused while the **home** is **unoccupied**
- 13) a) **Damage** specifically excluded elsewhere in this section.
 b) **Damage** caused to
 - i) video cameras, mobile phones, pagers, computer software, games, recording tapes, discs or records; and
 - ii) computer or computer equipment designed to be portable unless **you** have purchased the optional **accidental damage** extension.
- c) While the **home** is lent, let or sub-let.
- d) While the **home** is **unoccupied**
- e) **Damage** by
 - i) wear and tear, rot, fungus, atmospheric or climatic conditions, domestic pets, vermin, moth or any gradually operating cause;
 - ii) mechanical or electrical defect or breakdown;
 - iii) cleaning, repair, restoration or use contrary to maker's instructions; or
 - iv) paying guests or tenants.

We will pay for the following.

We will not pay for the following.

Accidental damage optional extension

Your schedule states if this extension is in force.

Accidental Damage to contents in the home.

- 1) **Damage** specifically excluded elsewhere in this section.
- 2) **Damage** caused to food in freezers, clothing, contact lenses, hearing aids, stamps and pedal cycles.
- 3) While the **home** is lent, let or sub-let.
- 4) While the **home** is **unoccupied**.
- 5) **Damage** by
 - a) wear and tear, domestic pets, vermin, rot, fungus, moth, atmospheric or climatic conditions or any gradually operating cause;
 - b) mechanical or electrical defect or breakdown;
 - c) cleaning, repair, restoration or use contrary to maker's instructions; or
 - d) paying guests or tenants.

Additional covers

This section extends to include the following additional covers.

1) Contents temporarily removed

Up to 15% of the **contents** sum insured for **damage to contents** temporarily removed from the **home**, but within the **territorial limits**, caused by

- a) standard perils 1-4 and 6-11 of this section;
- b) theft from
 - i) a bank or safe deposit or while in direct transit to or from the **home** and the bank or safe deposit;
 - ii) any building where **you** are employed or carry on a business or reside temporarily; or
 - iii) any other building.

This additional cover will not pay for the following.

- a) Storm, flood or malicious damage to **contents** which are not in a building.
- b) **Damage to contents** in **your** custody or control whilst living away from the **home** for the purpose of education (refer to additional cover 2) of this section).
- c) **Damage to contents** for sale or away on exhibition or in a furniture depository.
- d) Theft, unless there is forcible and violent entry to or exit from a building.
- e) **Damage** specifically excluded in the standard perils to this section.

- 2) **Contents temporarily at college, university, polytechnic or boarding school**
Up to £2,500 for **damage to contents** temporarily removed from the **home**, but within the **territorial limits**, for the purpose of attending a college, university, polytechnic or boarding school caused by standard perils 1-11 of this section.

This additional cover will not pay for the following.

- a) Theft, unless there is forcible and violent entry to or exit from a building.
- b) **Damage** insured under another insurance policy.
- c) **Damage** specifically excluded in the standard perils to this section.

- 3) **Permanent household removal**
Accidental damage to contents while in direct transit from the **home** for permanent removal to another address owned or occupied by **you** within the **territorial limits**.

This additional cover will not pay for the following.

- a) **Damage** to china, glass, earthenware and brittle items, unless they have been packed by a professional packer.
- b) **Damage** caused by scratching, denting or bruising.
- c) **Damage to contents** in storage.
- d) **Damage** insured under another insurance policy.

- 4) **Loss of rent and cost of temporary accommodation**
Up to 25% of the **contents** sum insured for
- a) rent payable by **you** or to **you**; or
 - b) the reasonable costs of necessary temporary accommodation for **you** and **your** domestic pets
- if it is not possible to live in the **home** as the result of **damage** insured by this section.

- 5) **Tenants liability**
Up to 20% of the **contents** sum insured for **your** legal liability as tenant in respect of **damage** insured by standard perils 1-14 of Section 1 Buildings to **buildings**, which shall include additional costs and expenses described in additional cover 2) of that section.

- 6) **Loss of keys**
Up to £500 for replacing necessary locks and keys of
- a) alarms and safes installed in the **home**; and
 - b) external doors and windows of the **home**
- following loss or theft of the keys.

- 7) **Freezer contents**
Up to £500 for spoilage of domestic food in any freezer in the **home** caused by any malfunction or rise or fall of temperature in the freezer.

This additional cover will not pay for spoilage resulting from the deliberate disconnection by the supply authority of the individual electricity supply to the **home**.

8) Metered water and heating oil

Up to £2,500 for loss of metered water or domestic heating oil following **accidental damage** to interior fixed domestic water or heating installations in or on the **home**.

This additional cover will not pay for **damage** caused while the **home** is **unoccupied**.

9) Fatal accident benefit

A benefit of £10,000 if **you** or **your** spouse separately or together die within three months of an injury caused in **your home** by fire or thieves.

10) Business contents

Up to £5,000 or 10% of the **contents** sum insured whichever is the lesser following **accidental damage** to office equipment that belongs to **you** or for which **you** are legally responsible, used in connection with **your** business or occupation whilst in **your home**.

This additional cover will not pay for the following.

- a) Property more specifically insured.
- b) **Damage** specifically excluded in the standard perils and the accidental damage optional extension to this section.

11) Emergency access

Damage to **contents** caused by forced access to the **home** to deal with a medical emergency or to prevent **damage** to the **contents**.

12) Visitors and domestic employees

Up to £1,000 following **accidental damage** to personal property in the **home** belonging to **your** visitors or domestic employees.

This additional cover will not pay for the following.

- a) Property more specifically insured.
- b) **Damage** to **money** or **credit cards**.
- c) **Damage** specifically excluded in the standard perils and the accidental damage optional extension to this section.

13) Gifts

Up to £5,000 following **accidental damage** to gifts in the **home** relating to a wedding, birthday, anniversary or religious celebration of a member of **your** family for a period of one month before and one month after the event.

This additional cover will not pay for **damage** specifically excluded in the standard perils and the accidental damage optional extension to this section.

Claims settlement

Provided that, at the time of **damage**, the sum insured is not less than the full replacement cost, **we** will, at **our** option

- 1) replace the item(s) as new or
- 2) pay the cost of repair for items which can be economically repaired or
- 3) pay the full replacement cost.

The full replacement cost is the cost of replacing all **contents** as new, less an amount for wear, tear and depreciation on clothing and household linen.

Where **you** have chosen not to repair or replace an item, **we** will make a deduction for wear, tear and depreciation.

The maximum payable by **us** for any one claim in respect of the property mentioned below shall be the amount stated against it.

a) Total of valuables	One third of the contents sum insured or £5,000 whichever is the greater.
b) Any single item of valuables	£1,500
c) Money	£500
d) As a result of fraudulent use of your credit cards	£1,000
e) Deeds, bonds and other personal documents not defined as money	£1,000
f) Contents not in the home , but within the boundaries of the land	£1,000
g) Contents in an outbuilding other than a garage	£5,000
h) In total	The sum insured stated in your schedule plus 25% of the sum insured on the relevant contents item for loss of rent and cost of temporary accommodation described in additional cover 4) of this section.

The sum insured will not be reduced following payment of a claim.

Seasonal increase

The **contents** sum insured is automatically increased by 10% during the month of December.

Matching items

We will not pay for the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when **damage** occurs within a clearly identifiable area or to a specific part.

Underinsurance

If the sum insured is less than the full replacement cost **we** will only pay the same proportion of the **damage** as the sum insured bears to the full replacement cost.

For example, if the sum insured represents only half of the full replacement cost, **we** will only pay for one half of the amount lost or damaged.

Excess

Unless a different **excess** is specified in **your schedule**, **you** will pay the first £50 of each claim other than nil in respect of the cover provided by additional covers 6) loss of keys, 9) fatal accident benefit and 11) emergency access.

SECTION 3 PERSONAL POSSESSIONS

Your schedule states if this section is in force.

We will pay for the following.

We will not pay for the following.

Cover

Accidental damage to property belonging to **you**, or for which **you** are legally responsible, described below and against which a sum insured or limit of liability is stated in **your schedule**, whilst anywhere within the **territorial limits** and up to 90 days worldwide in any one **period of insurance**.

Property

- 1) Unspecified clothing and personal effects
- 2) Specified items
- 3) Pedal cycles
- 4) **Money and credit cards**
 - a) Loss of **money** used or held for private, social or domestic purposes.
 - b) Loss from fraudulent use by any unauthorised person of **credit cards**.

- 1) Loss of or damage to **money, credit cards**, deeds, bonds and other personal documents, contact or corneal lenses, hearing aids, pedal cycles, riding tack, water skis, sub aqua diving equipment, skis, (including sticks and bindings) snowboards and camping and car audio equipment.
- 3)
 - a) Accessories, unless the pedal cycle is lost or damaged at the same time.
 - b) **Damage** while the pedal cycle is being used for racing.
 - c) Theft or attempted theft whilst away from the **home**, unless in a building or securely locked to an immovable object.
- 4)
 - a) Loss of **money**
 - i) by mistake in change counting or overpayment; or
 - ii) not reported to the police within 24 hours of discovery.
 - b) Loss of **credit cards** not reported to the police and the issuing authority within 24 hours of discovery.

General exclusions to Section 3 Personal Possessions

- 1) **Damage** to
 - a) property used primarily for any profession or business;
 - b) sports and motorcycle clothing and equipment while in use;
 - c) remote controlled models while in operation;
 - d) musical instruments by scratching or denting;
 - e) any film, record, cassette, tape, disc or computer software, or the value of any information on it, other than for its value as unused material;
 - f) furniture, furnishings, household goods and equipment or any property excluded from the definition of **contents** on page 5 of this policy; or
 - g) property in the **home** while it is **unoccupied**.

- 2) **Damage** caused by
 - a) theft from an unattended vehicle, unless entry to the vehicle has been gained by forcible and violent means and the property was removed from a concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle;
 - b) theft from the **home** while lent, let or sub-let, unless there is forcible and violent entry or exit;
 - c) wear and tear, domestic pets, insects, vermin, rot, fungus, atmospheric or climatic conditions, repair, cleaning, alteration, restoration, or any gradually operating cause; or
 - d) mechanical or electrical breakdown.

Claims settlement

We will at **our** option

- 1) replace the item(s) as new, except for clothing, where a deduction for wear, tear and depreciation will be made
or
- 2) pay the cost of repair for items which can be economically repaired
or
- 3) pay the cost of replacement as new, except for clothing, where a deduction for wear, tear and depreciation will be made.

Where **you** have chosen not to repair or replace an item, **we** will make a deduction for wear, tear and depreciation.

In respect of any one claim, **we** will not pay more than

- a) the sum insured stated in **your schedule**;
- b) £1,000 for theft from an unattended vehicle; or
- c) 50% of the sum insured for **unspecified clothing and personal effects** or £1,500, whichever is the lesser, for any single item or items forming part of a set.

The sum insured will not be reduced following payment of a claim, except for pedal cycles and specified items, which will be removed from cover after total loss or destruction.

Matching items

We will not pay for the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when **damage** occurs within a clearly identifiable area or to a specific part.

Excess

Unless a different **excess** is specified in **your schedule**, **you** will pay the first £50 of each claim.

SECTION 4 LIABILITY

Your schedule states if this section is in force.

Definition applying to this section

Motorised vehicle	electrically or mechanically powered vehicle other than <ol style="list-style-type: none"> 1) gardening equipment used within the land; 2) vehicles designed to assist disabled people, but not in respect of vehicles that are required by law to be registered for road use; 3) golf carts and trolleys; and 4) pedestrian controlled toys and models.
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We will pay for the following.

We will not pay for the following.

1) Property owners liability

Applies only when Section 1 Buildings is stated as being in force in your schedule.

Your legal liability for accidental death, bodily injury, illness or disease to any person, or **accidental damage** to property incurred

- a) as owner (not occupier) of the **buildings and land**; and
- b) in connection with any other private residence formerly owned and occupied by **you** and incurred by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, provided that no other insurance covers the liability. If Section 1 Buildings of this policy expires or is cancelled, cover under this paragraph 1)b) shall continue for a period of 7 years in respect only of the **home**

provided that **our** liability for any one claim or series of claims arising out of any one incident shall not exceed £2,000,000, plus defence costs and expenses incurred by **you** with **our** consent.

Liability arising from

- a) accidental death, bodily injury, illness or disease to **you** or any domestic employee;
- b) **Damage** to property which belongs to **you** or for which **you** are responsible; or
- c) the ownership or use of any **motorised vehicle** or lift.

2) Occupiers, personal and employer's liability

Applies only when Section 2 Contents is stated as being in force in your schedule.

Your legal liability for accidental death, bodily injury, illness or disease to any person, or **accidental damage** to property in respect of

- a) the occupation (not ownership) of the **home**;
- b) the employment by **you** of any employee; and
- c) any other personal capacity anywhere in the world

provided that **our** liability for any one claim or series of claims arising out of any one incident shall not exceed £2,000,000, (other than accidental death, bodily injury, illness or disease of any domestic employee where the amount is £10,000,000), plus defence costs and expenses incurred by **you** with **our** consent.

3) Unrecovered court awards

Applies only when Section 2 Contents is stated as being in force in your schedule.

Up to £2,000,000 for sums which **you** have been awarded, but which have not been paid to **you** within 3 months of the date of the award, for accidental death, bodily injury, illness or disease, or **accidental damage** to property of the type insured in paragraph 2) above and where **we** are satisfied that these sums are not recoverable from the party held responsible by the court. The award must not be the subject of any appeal.

Liability arising from

- a) accidental death, bodily injury, illness or disease to **you**;
- b) **Damage** to property which belongs to **you** or for which **you** are responsible;
- c) the ownership or use of any **motorised vehicle** or lift;
- d) the ownership of the **home** or any other buildings or **land**;
- e) the ownership or use of aircraft or watercraft, unless they are models or hand propelled; or
- f) the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.

Any sum awarded before the inception of this policy.

4) General exclusions to this section

We will not pay for any claim arising from the following.

- 1) Any profession, business or employment that **you** are engaged in.
- 2) Any agreement or contract, unless liability would have applied anyway.
- 3) Liability arising from the passing on of any infectious disease or any virus, syndrome or illness.
- 4) An award of a court outside the **territorial limits**.
- 5) The accidental death, bodily injury, illness or disease of any domestic employee caused by **terrorism**, war, invasion, act of foreign enemy hostilities, (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, other than to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland, including the Channel Islands and the Isle of Man, relating to compulsory insurance of liability to employees and provided that **our** maximum liability for any one claim caused by **terrorism**, war, invasion, act of foreign enemy hostilities, (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power shall not exceed £5,000,000.

SECTION 5 FAMILY LEGAL EXPENSES

Your schedule states if this section is in force**Additional definitions to this section**

The definitions applying to the whole policy as stated in pages 5 and 6 of this policy shall include the following in respect of this section only.

Collective conditional fee agreement	Separate agreement between us and the nominated representative for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of section 58, 58A, Courts and Legal Services Act 1990, the format and contents of which have been agreed to by us before it is entered into.
Conditional fee agreement	Separate agreement between you and the nominated representative for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of section 58, 58A, Courts and Legal Services Act 1990, such agreement only to be in the form provided by us .
Date of occurrence	For claims brought under paragraph 5 a) of the cover, the date when it is alleged you began the criminal act. For claims brought under paragraph 6) of the cover, the date that you were first notified by HM Revenue & Customs that an extensive examination is to take place. For all other claims, the date at which the cause of action first arose.
Geographical limits	1) For paragraphs 1) and 2) of the cover - the European Union, the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia-Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus). 2) For paragraphs of the cover not referred to in 1) above - the United Kingdom the Channel Islands and the Isle of Man.
Goods	Contents as described in the definitions applying to the whole policy.
Legal expenses	The fees, costs, disbursements and other professional charges which we have agreed to fund 1) reasonably and necessarily incurred by a nominated representative ; and 2) incurred by other parties, in civil cases if you have been ordered to pay them or pay them with our written agreement.
Legal proceedings	The pursuit of civil legal disputes and proceedings within the jurisdiction of a court or other body in the geographical limits , including defending a counterclaim and appealing or defending an appeal against judgement and excluding correspondence by way of pre action protocol or any mediation or any other alternative dispute procedure within the jurisdiction of a court or other body in the geographical limits .

Nominated representative Solicitor, claims negotiator or other suitably qualified person appointed in accordance with the terms of this section.

What is covered

We will pay for the types of claim specified below arising from **legal proceedings**, provided that

- i) **we** will not pay under this section in respect of any one claim more than £100,000;
- ii) the subject of the claim occurred within the **geographical limits** and the **date of occurrence** was within the **period of insurance**; and
- iii) **we** will not pay for more than two claims in any one **period of insurance**.

1) Personal injury

Claims relating to **your** death or bodily injury caused by a specific and sudden and unforeseen event for which a third party is at fault.

2) Consumer contracts (including professional negligence)

Disputes arising out of any contract or alleged contract entered into by **you** for the purchase or hire of **goods** or services for private use or the sale or supply of privately owned **goods** by **you**, provided that

- a) the contract or alleged contract was entered into or, in the case of professional negligence claims only, the loss was first discovered after the commencement of the first **period of insurance**; and
- b) where the sale, purchase or hire has been effected on the internet, all dispute resolution procedures afforded to sellers, purchasers or hirers by the relevant website provider or authority have been exhausted.

3) Domestic property protection

Disputes arising out of

- a) a third party's
 - i) alleged or actual negligent act or omission; or
 - ii) any nuisance, trespass or criminal damage relating to **your** material property located at the **home** which causes physical damage or pecuniary loss; and
- b) the landlord's failure to maintain **your home**.

We will not pay for

- a) boundary disputes which arise in the first 180 days of this insurance;
- b) claims where **you** are the landlord of the **home** or are leasing, sub-letting or renting-out all or any part of the **home** for any purpose;
- c) a dispute with **your** landlord regarding a tenancy agreement that **you** have entered into to rent the **home**;
- d) any claim in relation to extending, altering or renovating buildings or any part of them;
- e) any claim relating to subsidence, heave, landslip, mining or quarrying; or
- f) any claim relating to planning law, including town and country planning legislation.

4) Employment

Disputes arising from or relating to **your** contract of employment which can exclusively be heard in an Employment Tribunal.

We will not pay for

- a) claims if **you** are a director, a member of a partnership, an apprentice or working under a contract for services; or
- b) claims relating to the Transfer of Undertakings Protection of Employment Regulations.

5) Legal defence

The defence of **your** legal rights

- a) if an event arising out of **your** work as an employee results in a
 - i) prosecution of **you** in a criminal court; or
 - ii) civil action taken against **you** as an employee under any legislation relating to unlawful discrimination, data protection or being a trustee of a pension fund set up for the benefit of **your** fellow employees.
- b) if an event results in **your** prosecution in connection with an offence connected with the use or driving of a motor vehicle.

We will not pay for

- a) any claim relating to parking offences;
- b) relating to the driving or use of a motor vehicle by **you** for which **you** do not have valid motor insurance; or
- c) any claim where **you** are insured by a more specific insurance policy.

6) HM Revenue & Customs

An extensive examination of **you** by HM Revenue & Customs into **your** personal tax affairs, but only if the person(s) under examination is employed.

We will not pay for enquiries

- a) limited to specific aspects of the self-assessment tax return; or
- b) where the person under examination is self-employed, a sole trader, a director or the member of a partnership.

7) Attendance expenses

Your actual loss of salary or wages for the time off work to attend any court or tribunal hearing at the request of the **nominated representative** or as a defendant of an admitted claim under this section, provided that

- a) such salary or wages are not recoverable from the relevant court, tribunal or other party or payable by **your** employer without deduction; and
- b) **our** liability shall not exceed £1,000 for loss of salary or wages in respect of any one claim.

Exclusions to this section

We will not pay for the following.

1) Reporting of claims

Any claim reported to **us** more than 180 days after the **date of occurrence**.

2) Trade, business or profession

Any claim arising from any trade, business, profession, employment or services delivered for reward except as provided for under paragraphs 4), 5) and 6) of the cover.

3) Libel or slander

Any claim relating to written or verbal remarks.

4) Deliberate, dishonest, violent or criminal acts

Any claim relating to

- a) a cause of action intentionally brought about by **you**; or
- b) **your** actual or alleged dishonesty, actual or alleged violent behaviour or other criminal act.

5) Previous knowledge

Any claim of which **you** were aware, or ought to have been aware, before the inception of this section.

6) Legal expenses not agreed

Legal expenses incurred

- a) before **we** agreed to pay them;
- b) where **you**
 - i) pursue or defend a case without **our** agreement or in a different manner to or against **our** advice or that of the **nominated representative**;
 - ii) fail to give proper instructions in due time to **us**, to the **nominated representative** or to counsel or other persons instructed by **us** or the **nominated representative**;
- c) where the **nominated representative** reasonably refuses to act on **your** behalf unless **we** agree to appoint another **nominated representative**;
- d) in respect of witnesses, experts or agents interviewed, engaged or called as a witness before receiving **our** written approval;
- e) before the issue of formal **legal proceedings**, unless by way of pre action protocol approved by **us**;
- f) for adverse costs awards made against **you**, pursuant to section 22, Employment Act 2002 including, without limitation, before the expiry of any applicable ACAS discussion period.

7) Delay and prejudicial acts

Where **you**, in **our** reasonable opinion, act in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **nominated representative** or withdrawing from the case.

8) Other insurances

For **legal expenses** which can be recovered by **you** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

9) Fines and penalties

For fines, damages or other penalties which **you** are ordered to pay by a court or other authority.

- 10) **Disagreement**
Any claim relating to a dispute with **us**.
- 11) **Judicial review**
Any claim relating to any judicial review, whether within the **geographical limits** or not.
- 12) **Bankruptcy**
When **you** are bankrupt, in liquidation, have made an arrangement with **your** creditors, have entered into a Deed of Arrangement or part or all of **your** affairs or property are in the care or control of a receiver or an administrator.
- 13) **Intellectual property**
Any claim relating to disputes involving copyright(s), trademark(s), merchandise mark(s), registered or unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- 14) **Breakdown of marriage or custody**
Any claim relating to any dispute that **you** may personally have arising from or relating to the breakdown of a marriage or quasi marital relationship or custody matters.
- 15) **Death or bodily injury**
Any claim for death or bodily injury arising from clinical, medical or dental negligence under paragraphs 1) and 2) of the cover.
- 16) **Leasehold valuation tribunal**
Any dispute that is or could be determined by a leasehold valuation tribunal.

Conditions to this section

- 1) **Your responsibilities**
You must
- take all reasonable steps to minimise the amount payable under this insurance;
 - take all reasonable steps to resolve any dispute that may otherwise give rise to a claim, by way of negotiation, mediation or any other available alternative dispute resolution procedure;
 - provide **us** with such information regarding **your** claim as **we** may reasonably require; and
 - notify **us** as soon as is reasonably possible of any circumstances which may give rise to a claim.
- 2) **Nominated representative**
- In the event that **we** agree to the commencement of **legal proceedings** or there is a conflict of interest **you** have the right to choose **your** own **nominated representative**. **You** must send **us** the name and address of such person before the commencement of any **legal proceedings**.
 - Otherwise, **we** can represent **your** interests and negotiate **your** claim directly or through a **nominated representative** at **our** entire discretion. If **we** choose to refer **your** claim to a **nominated representative**, **we** shall confirm this in writing to **you** and explain in more detail the work it will undertake.
 - When a **nominated representative** is appointed in accordance with a) or b) above **we** will send them a copy of **our** standard terms of appointment, which must be accepted by the **nominated representative** before commencing any work for **you**. In regards to claims in respect of death or bodily injury, the **nominated representative** must have signed either a **collective conditional fee agreement** or a **conditional fee agreement** with **us**.

- d) **We** will have direct contact with the **nominated representative**.
- e) **You** must co operate fully with **us** and the **nominated representative** and must keep **us** up to date with the progress of the claim.
- f) **You** must give the **nominated representative** any instructions that **we** require.

3) Control of the claim

- a) **You** must, at **your** own cost, provide the **nominated representative** with all information, evidence and documents relating to the claim when requested to do so and **you** must meet with the **nominated representative** when reasonably requested to do so.
- b) **You** must keep the **nominated representative** regularly informed of all developments, co-operate fully in all respects and immediately pass on all correspondence relating to **your** claim, unanswered.
- c) **We** must have direct access to the **nominated representative** at all times. **You** will provide **us** with all information, evidence, legal advice and documents relating to the **legal proceedings** in **your** possession or custody or that of the **nominated representative** upon **our** request.
- d) **You** must give the **nominated representative** any instructions **we** require **you** to give without delay.

4) Acceptance of a claim and right to refuse payment

We may refuse to accept a claim or to continue to make payment to **you** where

- a) in **our** opinion
 - i) **you** have not disclosed all material information;
 - ii) **you** have failed to provide **us** or the **nominated representative** with any relevant information and/or supporting evidence; and
 - iii) **your** claim does not have any reasonable prospects of success or that there are reasonable prospects of recovery from the other party.
- b) in the **nominated representative's** opinion, **your** claim does not have reasonable prospects of success or that there are reasonable prospects of recovery from the other party.
- c) if **we** refuse to accept a claim or to continue to make payment to **you**, **we** shall give the reason(s) in writing to **you**.

5) Reasonable grounds

- a) **We** may, at any time, require **you** to obtain, at **your** own expense, an opinion from counsel as to the merits of **your** claim. Payment will be made under this insurance, subject to the limit applicable to the claim, to include the cost of obtaining the opinion only if counsel's opinion clearly demonstrates that there are reasonable grounds for pursuit or defence of **your** claim.
- b) In all cases, the onus will be on **you** to demonstrate to the **nominated representative**, or to **our** own advisers or counsel, (as appropriate) that such reasonable grounds as referred to above exist. **Your** costs of investigation and other **legal expenses** relating to **your** seeking to prove that such reasonable grounds do exist are not covered under this insurance.

6) Payment under this insurance

- a) **You** must inform **us** of any offer to settle **your** claim. No settlement offer will be accepted without **our** consent.
- b) If any offer to settle the claim is not accepted by **you**, which equals or exceeds the total damages (including any interest) eventually recovered by **you**, **we** will have no liability in respect of **legal expenses** incurred after such refusal, unless **we** have given **our** written consent to the rejection of the offer.
- c) **We** may, at **our** sole discretion, elect to pay **you** the amount of damages claimed instead of incurring **legal expenses** to satisfy **our** liability under this section.
- d) Following receipt of the relevant accounts, orders or award of a court or tribunal for **legal expenses** to be paid under this section, payment will be made direct to the **nominated representative**, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.
- e) If **you** withdraw from the **legal proceedings** without **our** agreement, cover will cease immediately and **we** shall be entitled to be reimbursed for any **legal expenses** previously agreed or paid to **you**, or on **your** behalf, in respect of such **legal proceedings**.

7) Recoveries

We can take **legal proceedings** in **your** name, at **our** own expense and for **our** own benefit, to recover any payment made under this insurance to anyone else. If **you** recover any **legal expenses** previously paid under this insurance from any other party, such **legal expenses** must be immediately repaid to **us**.

How to make a claim

Potential claims should be notified to **us** as soon as possible by utilising the contact details noted below. After the claim is accepted, the matter may be referred to a suitably qualified and experienced professional person for advice and suggested appropriate further action.

For the purposes of this section, claims are handled on **our** behalf by MSL Legal Expenses Limited and in the event of an incident that may arise in a claim they should be contacted. Reference to **us** in this section in relation to the control and handling of any claim **you** make may refer to either **us** or MSL Legal Expenses Limited acting on **our** behalf.

Contact details of MSL Legal Expenses Limited are as follows.

No.1 Lakeside Cheadle Royal Business Park Cheadle Cheshire SK8 3GW

Telephone No: **01245 396312** and quote **Home Insurance** and **your Home Insurance** policy number.

SECTION 6 HELPLINES

Your schedule states if this section is in force

The services under this section are provided exclusively by MSL Legal Expenses Limited (MSL) through its domestic emergencies, medical information and counselling and legal and tax advice telephone helplines, which are available to **you** at any time of the day or night, every day of the year during the **period of insurance**.

1) Domestic emergencies

Domestic assistance - MSL will provide a referral service to appropriate tradesmen needed when there is an emergency at **your home**. The service caters for problems such as burst pipes, floods, storm damage, fire or break-in and similar emergencies.

Whilst all reasonable care is taken in the selection of tradesmen, MSL cannot accept legal responsibility for any consequences resulting from the use of domestic assistance.

Home assistance - MSL will assist **you** to arrange help following an emergency, such as helping **you** to run the household following personal injury by finding carers, housekeepers, vets, kennels and similar assistance.

Childcare assistance - MSL will assist **you** to arrange for **your** children to be looked after in an emergency, such as **you** having to leave them at home unexpectedly or **your** usual childminder is taken ill.

You are responsible for paying all fees and charges of the persons who provide **you** with the assistance referred to above. However, when **you** have used the domestic assistance service following **damage to your home**, it is possible that the cost of work carried out may be claimed under this policy if caused by an insured risk.

Please do not use the helpline to identify insured risks or make claims. If **you** are unsure about what risks **you** are insured for, please contact **your** insurance intermediary or **us**.

2) Medical information and counselling

Medical information - MSL will provide information over the phone on general health issues and non-diagnostic advice on medical matters, such as allergies and recommended inoculations when going abroad to certain territories.

Counselling - MSL will provide **you** with a confidential counselling service over the phone, including assistance on how to contact appropriate voluntary or professional services.

3) Legal and tax advice

Legal advice - MSL will provide confidential legal advice for any of **your** personal legal problems under the laws of the European Union, the Isle of Man, the Channel Islands, Norway and Switzerland.

Tax advice - MSL will provide **you** with confidential tax advice over the phone.

For the helplines described above, please call **01245 396302** and quote Home Insurance and your Home Insurance policy number.

The service is restricted to advice, information or assistance given on the telephone and there is no limit to the number of times it may be used.

In order to check and improve service standards, MSL may record **your** call.

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