# Policy document







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### Welcome to Zurich Private Clients

Thank you for trusting us to insure and protect your valued possessions.

Zurich is one of the world's largest insurers with over 140 years' experience in protecting our customers against the unexpected, so you can rest assured that you're in safe hands. We have an experienced team of high net worth experts whose specialist knowledge in insuring high value properties and vehicles, fine art and jewellery, as well as watercraft and annual travel means we're able to accommodate your lifestyle and related insurance needs.

The real proof of an insurance policy is in the delivery and quality of the claims service, so our team of claims specialists are here to help. Just one call to our single helpline on 0800 096 9999, open 24 hours a day, 365 days a year, will enable us to assist you anywhere in the world, so we can handle your claims quickly and effectively when you need us most.

Zurich Private Clients – where excellence meets expertise.







### Introduction

This policy booklet, together with your statement of fact, your schedule, any amendment to cover notice and your agreement to pay the premium, is an agreement between you and us. This policy booklet and your schedule explain in detail the covers as well as your responsibilities and any conditions you must comply with.

Please read your policy booklet, your statement of fact, your schedule and any amendment to cover notice carefully to ensure that you understand them and to ensure that they have been prepared in accordance with the cover you have requested. If anything is missing or incorrect you should inform us or your insurance broker as soon as possible.

Your policy booklet details all the covers available when you purchase personal insurance from us. However, not all the covers may be applicable and your schedule will show which covers are in force and the amounts insured where appropriate. You may request to increase or add elements of cover under your policy where required and we may adjust the premium to reflect this change.

We recommend that you keep a record, including copies of letters, of all information supplied in connection with your insurance. Unless agreed otherwise, we will communicate with you in English.

At the renewal of your policy, you will be provided with an updated schedule. If we have made any changes to the cover provided under your policy, you will receive either an amendment to cover notice or a new policy booklet.

If you have motor insurance with Zurich Private Clients, you will receive a separate policy.

### Your cancellation rights

If you decide that your policy does not meet your requirements, please inform us or your insurance broker within 14 days of receiving it and we will return the entire premium you have paid for the period of insurance. After 14 days any return premium will be calculated on a pro-rata basis.

We will not return any premium if an incident has occurred

For renewals, if you decide that your policy does not meet your requirements, please inform us or your insurance broker within 14 days of your policy renewal date and we will return the entire premium you have paid for the **period of insurance**. After 14 days any return premium will be calculated on a pro-rata basis.

We will not return any premium if an incident has occurred.







### Making a claim

To make a claim telephone us on 0800 096 9999 (if outside the UK +44 162 588 6994)

We are here to help, no matter what time of day or night, wherever you are in the world. Using one contact number, shown above, you can report an emergency, claim or incident and receive immediate assistance and advice from the Zurich Private Clients specialist claims team.

If you need to make a claim under any part of your policy, your dedicated claims specialist will be able to advise you upon policy cover and agree with you on how best to resolve the situation swiftly and to your satisfaction.

In an emergency situation, we will make any arrangements required, whether that is for an emergency plumber, glazier, electrician or travel related **incident**.

All you need to provide is your name and address, your client membership number if available and details of the claim or incident.

Our telephone services are manned 24 hours a day, 365 days a year. Our one contact number, shown above, can be used for all **incidents** relating to all covers that are listed within **your schedule** including all Annual travel claims and Legal protection claims.

There is no need to fill out any forms; we will act immediately to manage and resolve the incident. Your dedicated claims specialist will also keep you updated as to the progress of your claim all the way through until it is finalised.

If you prefer to report a claim in writing, please forward all relevant material to:

The Claims Department, Zurich Private Clients, PO Box 3587, Interface Business Park, Wootton Bassett, Swindon. SN4 4AJ or write to your insurance broker.







### Important notes

### How we use personal information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. You should show this to anyone whose personal information may be processed to administer your policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and we will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing and risk management. We will only share personal information as described in this notice or where we are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

### Policy administration

In order to administer your policy and any claims made against your policy, we may share personal information provided to us with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If we do transfer personal information, including where we propose a change of underwriter, we will make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer your policy, including handling any claims, using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps us assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

### Claims history

Under the conditions of your policy you must tell us when you become aware of any incident that could give rise to a claim under your policy, whether or not it is your intention to claim.

When you tell us about an incident or claim we may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL), Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI), or any other relevant database.

We and other insurers may search these databases when you apply for insurance, in the event of any incident or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in your

This helps to check information provided and prevent fraudulent claims.







### Important notes

### Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- share information about you with other organisations including the police;
- conduct searches about **you** using publicly available databases and insurance industry application, policy and claims checking systems;
- undertake credit searches;
- check and/or share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will 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;
- managing credit and credit related accounts or facilities;
- · recovering debt and tracing beneficiaries;
- checking details on proposals and claims for all types of insurance;
- checking details of job applicants and employees.

Please contact **us** 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.

### Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information **we** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **us** to correct their information if it is inaccurate.

If you want to know more about how we use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hampshire. PO15 7JZ.







### Complaints procedure

#### Our commitment to customer service

We value the opportunity to look into any concerns you may have with the service we have provided and we are committed to handling all complaints fairly, consistently and promptly.

#### Who to contact in the first instance

Many concerns can be resolved straight away, therefore in the first instance please get in touch with us or your insurance broker as they will generally be able to provide you with an immediate response to your satisfaction.

Our contact details are as follows:

**Zurich Private Clients** P.O. Box 3586 Interface Business Park Wootton Bassett Swindon SN4 4AH

Telephone: 0800 432 0003

E-mail: zpcnorthteam@uk.zurich.com

If we cannot resolve your complaint straight away, we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within four weeks of receipt.

#### The Financial Ombudsman Service (ombudsman)

If we are unable to resolve your complaint to your satisfaction within eight weeks or if you remain dissatisfied following receipt of our final response letter, you may be able to ask the ombudsman to formally review your case. You must contact the ombudsman within six months of our final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service **Exchange Tower** London E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a fixed line, for example a landline at home;

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Or you can e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and you are entitled to contact the ombudsman at any stage of your complaint. For more information, please contact the ombudsman directly or visit www.financial-ombudsman.org.uk

#### The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.







Any words and phrases which have the same meaning throughout this **policy** appear in bold type and are defined below.

#### **Accident**

A sudden, unexpected event which causes physical bodily harm.

# Additional rebuilding expenses

The following expenses:

- Architects', surveyors', legal and other associated fees necessary to rebuild or repair your buildings;
- the cost of clearing the site, demolishing and propping up or supporting parts of your buildings which have been damaged;
- the additional costs of rebuilding or repairing the damaged parts of **your buildings** to comply with building regulations, as well as any local authority or other government requirements.

## Aggravated burglary

An act of violence or threat of violence to **you** or **your guest**, by a person who has gained unlawful entry into **your home**, in the presence of **you** or **your guest**.

### Aggravated theft

Air rage

An act of violence or threat of violence to **you** by a person who has unlawfully taken or attempted to take any possessions from **you** whilst away from **your home**.

### A .... a ... a ... a ... a ... a ...

An act of violence resulting in **bodily injury** to **you** whilst travelling as a passenger on an aircraft.

### Amendment to cover notice

The most recent document in which any changes to the cover provided under your policy are shown.

### Bodily injury

Physical bodily harm, including resulting sickness, disease or loss of life resulting from physical bodily harm.

#### **Buildings**

The **home** including **outbuildings**, underground service pipes, cables, sewers and drains that service the **home**, which **you** own.

#### **Building works**

Any building work or application of heat processes to **your home** including restoration, renovation, construction, repair, redecoration, maintenance, alteration or other similar work, or the signing of any contract which, in any way, removes or limits **your** legal rights against a contractor.

#### **Business**

A full or part-time employment, trade, occupation, profession or farm operation which includes the raising or care of animals.

## Business property

Computer equipment, printers, tablets, telecommunication equipment, office furniture, office supplies and any other similar items used to conduct **business** at **your home** which **you** own or for which **you** are legally responsible.

#### Carjacking

An act of violence or threat of violence to **you** or any person operating or occupying a motorised land vehicle which **you** own or for which **you** are legally responsible, during its theft or attempted theft.

#### Charity

A non-profit making organisation set up with the sole intention of providing help and assistance to those in need.

#### **Contaminant**

An impurity resulting from the mixture of or contact of a substance with a foreign substance.

#### **Contents**

Personal property which you own or for which you are legally responsible.

## Costs and expenses

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







### Covered land vehicles

Any of the following which you own or for which you are legally responsible:

- motorcycles with an engine capacity of 50cc or less;
- domestic gardening vehicles;
- quad bikes;
- golf buggies;
- model or toy vehicles;
- segways;
- vehicles used to assist the disabled.

#### Craft

The watercraft described on **your schedule** including trolleys, outboard motors and gear and equipment normally sold with the watercraft, which **you** own or for which **you** are legally responsible.

#### **Damages**

The amount required to satisfy a claim, including claimants' costs and claimants' expenses, whether settled or agreed to in writing by **us** or resolved by judicial procedure.

# DAS Standard terms of appointment

The terms and conditions, including the amount **we** will pay the **representative**, that **we** apply to the relevant type of claim. This could include a conditional fee agreement (no win, no fee).

### Date of occurrence

For civil cases, the date of the event which leads to a claim, or if there is more than one event arising at different times from the same originating cause, the first of these events;

For criminal cases, the date when **you** began, or are alleged to have begun, to break the criminal law in question;

For Tax protection, the date when HM Revenue & Customs first notifies **you** in writing of their intention to make an enquiry.

#### Dismemberment

The permanent and total loss of one or more of the following:

- speech;
- hearing;
- one or both hands;
- · one or both feet;
- sight in one or both eyes;
- thumb;
- finger;
- toe;
- ear;
- nose;
- genital organ.

## Domestic employee

A person **you** hire under a contract of service to perform work or services in **your home** and who is not hired to work for **you** in connection with **your business**.

#### Excess

The first amount of any claim that you are responsible for paying.







#### Fine art and antiques

Individual items, private collections and sets which are of artistic merit, historical value, novel, rare and/or unique, which you own or for which you are legally responsible, including:

- furniture;
- paintings, drawings, etchings, prints and photographs;
- tapestries, carpets and rugs;
- books and manuscripts;
- statues or sculptures (inside or outside the home);
- · porcelain and glass;
- clocks, barometers, mechanical art and objets d'art;
- · precious metals.

#### **Fixtures and** fittings

Buildings additions, alterations, fixtures, improvements and installations.

#### Green building products

Products that:

- use less energy, water and/or natural resources;
- use less energy, water and/or natural resources in their creation;
- provide a healthier environment for you.

#### Guest

A person invited by you into your home.

#### **Hazardous** activity

Any of the following:

- · bungee jumping;
- hang gliding or paragliding;
- mountaineering or rock climbing normally requiring the use of guides or ropes;
- · off piste skiing unless accompanied by a suitably qualified guide;
- · parachuting;
- parasailing or parascending, other than over water;
- potholing or caving;
- · racing of any kind other than on foot or swimming;
- scuba diving to depths of more than 30 metres;
- sky diving;
- white water rafting other than grade 1 to 3 inclusive.

#### Home

The residence shown on your schedule.

Hostage situation An act of violence or threat of violence to you resulting in your unlawful detention.

#### **Identity fraud**

The theft of your personal identification which has resulted in unlawful use of such information to obtain money, goods or services fraudulently.

#### Incident

A 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 business at your home

A self-employed business activity, other than renting out to others or incidental farming, conducted at your home, undertaken solely by you providing that the total gross annual revenue for these activities does not exceed £10,000.







# Incidental business away from your home

A self-employed **business** activity including gardening, baby-sitting, caddying, leaflet or newspaper distribution and other similar activities undertaken solely by **you** providing that the total gross annual revenue for these activities does not exceed £10,000.

### Incidental farming

A part-time farming activity including hunting, shooting and the raising or care of animals (excluding riding schools and riding establishments), providing that it does not involve the employment of others for more than 1,500 hours in any **period of insurance** and the total gross annual revenue for these activities does not exceed £25,000.

#### **Insured person**

- · You;
- your children under 18 years of age who do not permanently reside with you;
- your domestic employees whilst travelling with you.

#### **Jewellery**

Any of the following which you own or for which you are legally responsible:

- · watches;
- objects of personal adornment containing precious or semi-precious stones, gold, silver, platinum or any other precious metals or alloys;
- unset precious and semi-precious stones.

#### Money

The following, which you own or which you use in connection with your business:

- · current cash, cheques, traveller's cheques;
- postal orders, money orders, bank drafts;
- travel and other tickets with a fixed monetary value;
- aift vouchers:
- postage stamps, savings stamps or certificates;
- phone cards;
- · premium bonds;
- share certificates.

#### **Nuisance**

Any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it.

#### **Outbuildings**

Permanent structures within the grounds of your home.

### Period of insurance

The period of cover shown on your schedule.

### Permanent total disablement

Your inability to undertake any occupation for the 52 weeks immediately following an accident and at the end of that time being beyond reasonable hope of improvement.

## Personal intimidation

The threat of stalking, physical injury or harassment to **you**, or damage to **your home**, caused by a third party who is subject to an injunction or order of a court of competent jurisdiction.

#### **Planned trip**

A journey commencing from and terminating at your home in the United Kingdom.

#### **Policy**

Your entire Zurich Private Clients policy, including this policy booklet, your schedule, your statement of fact and any amendment to cover notice.

#### **Pollutant**

Any solid, liquid, gaseous or thermal irritant, including but not limited to oil, smoke, vapour, soot, fumes, acids, alkalis, chemicals, biological agents and waste.







#### **Precious metals**

Any of the following which you own or for which you are legally responsible, which are made of gold, goldplate, silver, silverplate, pewter or platinum:

- silverware, tableware, trays, trophies and similar household articles;
- bullion;
- · coins.

#### **Preferred** law firm

A law firm or barristers' chambers we choose to provide legal services.

**Property damage** Physical damage to, destruction of, or loss of use of tangible property.

#### Reasonable prospects

Where, for civil claims, it is more likely than not that you will:

- recover losses or damages;
- obtain any other legal remedy that we have agreed to, including an enforcement of judgment;
- make a successful defence:
- make a successful appeal or defence of an appeal.

#### Rebuilding cost

The amount required at the time of loss to repair, replace or rebuild the buildings whichever is least, using the same design, quality of materials and workmanship which existed immediately before the loss, including additional rebuilding expenses.

#### Representative

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

#### Road rage

An act of violence resulting in **bodily injury** to:

- you whilst you are in a motorised land vehicle;
- any person operating or occupying a motorised land vehicle which you own or for which you are legally responsible.

#### **Schedule**

The most recent document in which the covers that are in force and the amounts insured, where appropriate, are shown.

**Statement of fact** The document in which the information you provide is shown.

#### **Territorial limits**

- Anywhere in the world for Contract disputes, Bodily injury and Property protection;
- United Kingdom for Employment disputes, Clinical negligence, Tax protection, Legal defence, Service occupancy and Court attendance.

#### **Trip**

A journey commencing from and terminating at your home in the United Kingdom, which commences during the period of insurance.

### Unfurnished

Where the home is without sufficient furnishings or contents for normal living purposes.

#### **United Kingdom**

England, Wales, Northern Ireland, Scotland, Isle of Man and Channel Islands.

#### Unoccupied

Where the home has not been lived in by you or any other person authorised by you.

#### **Valuables**

Fine art and antiques, jewellery, collections, guns and furs, which you own or for which you are legally responsible.

#### We, us, our

- DAS Legal Expenses Insurance Company Limited for Legal protection cover;
- Zurich Insurance plc. for all other sections of cover.

#### You, your

The person or persons named in the schedule, a spouse or partner who permanently resides with them and any member of their family who permanently resides with them.







### General policy conditions

The following conditions apply to the whole of **your policy** and all of the covers in it. Additional conditions may apply and are shown in the relevant section of cover. **Your** failure to comply with these conditions may result in **your** claim not being met, or not being met in full.

## Abandoning property

You cannot abandon property to us or a third party without our prior written consent.

## Accuracy of information

You must read your statement of fact and your schedule. If any information is missing, incorrect or has changed, you must inform us or your insurance broker as soon as possible as this may affect the premium or cover we provide.

If you have given us inaccurate information this can affect your policy in one or more of the following ways:

- If we would not have provided you with any cover we will have the option to void your policy,
  which means we will treat it as if it had never existed and repay the premium paid. We may also
  seek to recover any money from you for any claims we have already paid, including the amount
  of any costs or expenses we have incurred.
- If we would have applied different terms to your policy, we will have the option to treat your policy as if those different terms apply.
- If we would have charged you a higher premium for your policy, we will have the option to charge you the appropriate additional premium to be paid in full.

#### **Arbitration**

If we accept your claim, but you disagree over the amount you will be paid, you and we may refer the dispute to an independent arbitrator who will be appointed in accordance with current law in order to reach a mutual agreement. When this occurs, the arbitrator must decide on an award before you can bring proceedings against us.

#### Assignment

Nobody covered by this **policy** may assign or turn over any right or interest in this **policy** to anybody else without **our** prior written consent.

## Bankruptcy or insolvency

We will meet our obligations under this policy irrespective of whether you become bankrupt or insolvent during the period of insurance.

## Cancellation by us

We may cancel your policy where there is a valid reason for doing so by giving you seven days' notice in writing to your last known address. We will give you a refund in proportion to the time left until your current period of insurance is due to run out. Valid reasons may include but are not limited to:

- where you advise us of a change of risk under your policy which we are unable to insure;
- where you fail to respond to requests from us for further information or documentation;
- where **you** have provided **us** with incorrect information and have failed to provide a reasonable explanation when requested;
- where you fail to comply with any of the terms and conditions which apply to your policy;
- the use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers, by **you** or any person acting on **your** behalf.

## Cancellation by you

You may cancel your policy at any time by contacting us or your insurance broker and advising the date you wish cancellation to be effective from.

Any return premium will be calculated on a pro-rata basis. **We** will not return any premium if an **incident** has occurred in the **period of insurance**.







## General policy conditions

Cancellation due If you are paying your premium in instalments and you miss a payment, we may cancel your **to non-payment policy** giving **you** seven days' notice in writing to **your** last known address.

**Carriers or bailees** We will not pay a benefit under this **policy** to any carrier or bailee.

**Changes to your** If we pay the sum insured for a specified item listed on your schedule, the item will be removed policy after a loss from your schedule and no refund of premium will apply in respect of that item. Any replacement item added to your policy will be subject to an additional premium calculated on a pro-rata basis until the next renewal date of your policy.

#### Concealment of fraud

If you or anyone acting on your behalf have intentionally concealed or misrepresented any information or circumstance that you had a responsibility to tell us about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, we will:

- void your policy in the event of any fraud which occurred during the application process, which means we will treat your policy as if it had never existed; or
- terminate your policy with effect from the date of any fraud which occurred during the period of insurance;

and in either case, we will:

- not return to you any premium paid;
- not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud;
- seek to recover any money from you for any claim we have already paid which is later established as invalid, including the amount of any costs or expenses we have incurred;
- inform the police, other financial services organisations and anti-fraud databases, as set out under the Important notes section in your policy booklet and in your statement of fact headed Fraud prevention and detection.

#### **Co-operation** after a loss

You must, when we request, give us a signed description of the circumstances surrounding a loss and provide us with any records, documents, information or evidence that we require.

You must give us all the help and assistance we may need.

You must grant us access to examine your buildings and contents at all reasonable times.

You must not negotiate, admit or refuse any claim without our permission.

We will decide how to settle or defend any claim.

Under Annual travel cover, we may appoint medical advisors to examine the insured person as often as is considered necessary.

Under Lifestyle protection cover, we may appoint medical advisors to examine you or anyone seeking a benefit under this cover, as often as is considered necessary.

#### Cover enhancements

We may extend or broaden the cover provided by this policy. If we do this during the period of insurance without increasing the premium, the extended or broadened cover will apply to your policy with effect from the date we make the changes in cover.

#### **Duplicate cover**

If a loss is payable under more than one part of your policy, we will pay you under the part that gives you the most cover, but not under more than one part.

If you have both contents and unspecified valuables cover shown on your schedule and a loss is covered under both sections, your amount of cover will be the combined value of the contents and unspecified valuables limit subject to the special limits under contents.

In no instance will we make duplicate payments.

When valuables are specified on your schedule, your cover is limited to the specified sum insured on your schedule for that specific valuable item.

#### **Duty of care**

You must maintain your property in a good state of repair and you must also take all reasonable steps to prevent accidents, injury, illness, loss or damage.







### General policy conditions

### Examination under oath

We have a right to examine under oath you or an insured person as often as we require.

Under Lifestyle protection cover, **we** have a right to examine under oath, **you** or anyone seeking a benefit under this cover as often as **we** require.

#### **Governing law**

English Law applies to the Legal protection section of **your policy**. The rest of **your policy** is governed by the law that applies to where **you** reside within the **United Kingdom**. If there is any disagreement about which law applies, English law will apply.

You agree to submit to the exclusive jurisdiction of the courts in England and Wales.

### Mortgagee's clause

The interest of the mortgagee shall not be prejudiced by any act or neglect by **you** or any legal occupier of **your home** that increases the risk of loss or damage without the authority or knowledge of the mortgagee, providing that the mortgagee, as soon as reasonably possible after becoming aware of the increased risk, shall give notice to **us** and pay an additional premium if required.

### Multiple claim excess waiver

If a loss is payable under more than one part of **your policy**, only the highest of the **excesses** shown in **your policy** will apply.

### Non-payment of premium

If you have not paid your premium, we may refuse your claim or take any unpaid premium from any claim payment we make to you.

### Notifying us of a loss

You must notify us about any loss, damage or incident as soon as possible, whether or not it gives rise to a claim

You must report any loss, theft, attempted theft or malicious damage to the police immediately and obtain a police crime reference number.

**You** must notify any bank card, credit card, debit card, charge card or other card issuing company as soon as possible if **you** suspect any potential loss or fraudulent use.

You must notify us of any potential claim under the Director's and officer's liability section of your policy within 90 days of the commencement of the event giving rise to the claim.

You must report any incident of personal intimidation, road rage or air rage to the police immediately and obtain a police crime reference number.

You must notify us as soon as possible in the event of being admitted to hospital during a trip, or curtailing your trip for medical reasons.

You must notify us of any potential claim for additional repatriation costs before incurring any additional repatriation costs.

You must notify us as soon as possible of any impending prosecution, coroner's inquest or fatal accident inquiry.

#### Other insurance

If any claim is covered by any other insurance, we will not pay for more than our share of that claim.

**Period of insurance** This **policy** only applies to **incidents** and covered losses that occur during the **period of insurance**.

### Policy changes

No change or modification to this **policy** shall be effective except if confirmed in writing by **us** or unless covered under the cover enhancements condition of **your policy**.

## Rights of third parties

You and we are the only parties to your policy. Nothing in your policy is intended to give any person any right to enforce any term of your policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

#### Right to renew

If you pay the premium to us using our premium instalment scheme, we will have the right to renew your policy each year and continue to collect premiums using this method. We may vary the terms of your policy, including the premium, at renewal and you will be notified before your renewal date. If you decide that you do not want us to renew your policy, you must inform us or your insurance broker before the next renewal date. Our right to renew your policy does not affect your cancellation rights.

#### **Sanctions**

Notwithstanding any other terms under this agreement, we shall not be deemed to provide coverage and will not make any payments or provide any service or benefit to you or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of you would violate any applicable trade or economic sanctions law or regulation.







### General policy exclusions

The following exclusions apply to the whole of **your policy** and all of the covers in it. Additional exclusions may apply and are shown in the relevant section of cover.

Acts of war We will not pay for any claim caused by or resulting from war, invasion, act of foreign enemy,

hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or

usurped power.

Biological and

We will not pay for any claim caused by or resulting from biological or chemical contamination

**chemical hazards** regardless of how it is caused.

**Computer error** We will not pay for any loss or damage caused by or resulting from, or any damages arising from

an error in computer programming or instruction to the computer.

We will pay for resultant damage unless stated otherwise in your policy or unless an exclusion applies.

**Confiscation** We will not pay for any claim caused by or resulting from your property being confiscated, taken,

damaged or destroyed by or under the order of any government or public authority.

**Defective design** We will not pay for any loss or damage caused by or resulting from, or any damages arising from

defective design, workmanship, maintenance or materials.

We will pay for resultant damage unless stated otherwise in your policy or unless an

exclusion applies.

Deliberate or criminal acts We will not pay for any claim caused by or resulting from criminal acts, deliberate acts or deliberate

omissions, by you or anyone acting on your behalf.

**Gradual loss** We will not pay for any loss or damage caused by or resulting from a gradually operating cause

including normal deterioration, warping, action of light, frost, damp, corrosion, rust and any kind of

rot, mould or fungus.

Indirect losses We will not pay for any claim caused by or resulting from an indirect result of the event which led

to the claim being made under your policy.

Mechanical or electrical fault

We will not pay for any loss or damage caused by or resulting from, or any damages arising from a

mechanical or electrical fault, breakdown or failure.

We will pay for resultant damage unless stated otherwise in your policy or unless an exclusion applies.

Nuclear or

We will not pay for any claim caused by or resulting from ionising radiation, radioactivity, nuclear

radiation hazards fuel, nuclear waste or equipment.







Buildings cover only applies if shown on your schedule.

The sum insured for each location is shown on your schedule.

You must maintain an appropriate sum insured to sufficiently meet the cost of rebuilding your home and outbuildings in their current form, including additional rebuilding expenses, if they are totally destroyed.

### How we will settle your claim

#### **Payment basis**

Your schedule indicates the payment basis for your buildings.

#### Replacement cover

Following a covered loss, we will pay the rebuilding cost up to the sum insured whether or not you actually repair, replace or rebuild your buildings.

#### Unlimited replacement cover

Following a covered loss, we will pay the rebuilding cost even if this amount is greater than the sum insured shown on your schedule.

Unlimited replacement cover is subject to the following conditions:

- If you do not repair, replace or rebuild your buildings at the same location, your payment basis will be Replacement cover.
- If you cannot repair, replace or rebuild your buildings because your primary mortgagee or its assignees have recalled your mortgage, your payment basis will be Replacement cover.

#### **Partial loss**

If you have a partial loss to your buildings and do not begin to repair, replace or rebuild your buildings within six months from the date of the loss, we will only pay the rebuilding cost less depreciation.

#### Matching of articles

Following a covered loss to part of a pair, set or suite, we will pay the full replacement cost of the entire pair, set or suite if you surrender the undamaged part(s) of the pair, set or suite to us.

#### Inflation protection

During the period of insurance, the sum insured will be adjusted each month to reflect the current effect of inflation. At the time of a covered loss, your sum insured will include any increase in the ABI / BCIS Household Rebuilding Cost Index or any other appropriate index.

We will not make a charge for any inflation protection during the period of insurance, but each time your policy is renewed, we will re-calculate the premium on the adjusted sum insured.

#### **Excess**

The excess shown on your schedule will apply to each and every covered loss unless stated otherwise in your policy.

### Aggravated burglary and excess waiver

The excess shown on your schedule will not apply in the event of a covered aggravated burglary or aggravated theft loss. This Aggravated burglary and Aggravated theft excess waiver does not Aggravated theft apply to any compulsory excess shown on your schedule.

Subsidence excess If the loss is as a result of subsidence, heave or landslip, the subsidence excess shown on your schedule will apply unless a higher excess already applies to your policy.

### Large loss excess waiver

The excess shown on your schedule will not apply in the event of a covered loss that is greater than £10,000. This Large loss excess waiver does not apply to the subsidence excess, and/or any compulsory excess shown on your schedule.









#### What is covered

We will pay for loss or damage to your buildings unless stated otherwise in your policy or unless an exclusion applies.

#### Additional covers

We will also pay for the following additional covers unless stated otherwise in your policy or unless an exclusion applies:

#### Additional living costs

Following a covered loss, if your home is not fit to live in we will pay the following expenses for the duration of time necessary to restore **your home** to a habitable condition:

- the cost of reasonable alternative similar accommodation for you and your domestic pets;
- rent which should have been paid to you including ground rent.

We will not pay for any loss of rent due to the termination of a lease or agreement.

Forced evacuation If a civil authority prohibits your home from being lived in, we will pay the following expenses until the prohibition is lifted:

- the cost of reasonable alternative similar accommodation for you and your domestic pets;
- rent which should have been paid to you including ground rent.

The prohibition must be as a direct result of loss or damage to a neighbouring property that would be a covered loss under your policy.

We will not pay for any loss of rent due to the termination of a lease or agreement.

#### Compensation for loss of life

If you suffer bodily injury caused by a fire at your home which results in loss of life, we will pay £50,000, or less if limited by law. The loss of life must occur within 12 months of the date of the fire.

The most we will pay during any one period of insurance is £100,000.

There is no excess applicable to this cover.

#### **Environment** protection

#### Energy expenses

Following a covered loss to your solar, wind or geothermal electrical power generating system, we will pay for you to purchase additional electrical power from a power utility company for the duration of time necessary to repair or replace your solar, wind or geothermal electrical power generating system.

We will not pay if you do not begin to repair or replace your solar, wind or geothermal electrical power generating system within 60 days from the date of the loss.

#### Energy income

Following a covered loss to your solar, wind or geothermal electrical power generating system, we will pay you the income which would have been paid to you by a power utility company for the excess electrical power produced by your solar, wind or geothermal electrical power generating system for the duration of time necessary to repair or replace your solar, wind or geothermal electrical power generating system.

We will not pay if you do not begin to repair or replace your solar, wind or geothermal electrical power generating system within 60 days from the date of the loss.

The most we will pay is £25,000.

#### Green building costs

Following a covered loss, we will pay to repair, replace or rebuild your home or outbuildings, whichever is least, with green building products.

The most we will pay for green building products is £5,000.







#### **Essential** alterations

If you are permanently disabled by an accident or illness which first occurs during the period of insurance, we will pay up to £30,000 which you incur with our permission for essential alterations to facilitate access to your home and allow you to live unassisted.

There is no excess applicable to this cover.

#### Gardens

We will pay up to 10% of the buildings sum insured at your home for loss or damage to trees, shrubs, plants and lawns. The most we will pay for any one tree, shrub or plant is £2,500.

We will not pay for any loss or damage caused by or resulting from storm or flood.

#### Land

Following a covered loss, we will pay up to 10% of the amount of the covered loss for any related stabilisation, excavation or replacement of land under or around the buildings.

Lock replacement We will pay to replace locks and keys to any external doors, windows, intruder alarms and safes, installed in your home or outbuildings, if they are lost, damaged or stolen.

There is no excess applicable to this cover.

New acquisitions We will pay up to £50,000 for loss or damage to newly acquired fixtures and fittings which you own that are to be installed in your home or outbuildings.

We will not pay for any loss or damage to items:

- left in the open;
- used for building works where the estimated value of the building works exceeds £50,000.

You must advise us of the acquisition within 60 days of the date of delivery and pay the full additional premium from the date of delivery. We reserve the right not to insure the newly acquired fixtures and fittings after the 60th day.

#### Oil, gas and metered water

We will pay for loss of oil, gas or metered water from your household heating, cooking or water system at your home or outbuildings.

We will not pay for any loss of metered water if your home is:

- unfurnished for more than 60 consecutive days;
- unoccupied for more than 60 consecutive days.

#### **Preventative** measures

Following a covered loss, we will pay up to £5,000 which you incur with our permission to take emergency measures to avoid or mitigate further loss or damage.

#### Reward

We will pay a discretionary monetary amount up to £5,000, to any individual or organisation other than you or the police, for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss under your policy.

There is no excess applicable to this cover.

#### Sale of the home

If you enter into a contract to sell your home and there is a covered loss to your home between the period of exchange of contracts (the offer to purchase in Scotland) and the completion of the sale of your home, we will agree to transfer the cover under this policy for that covered loss to the purchaser of your home once the sale is complete.

We will not pay for any loss or damage to buildings that are insured elsewhere.

### **Temporary** removal of fixtures

We will pay up to 10% of the buildings sum insured at your home for loss or damage to permanent fixtures removed from the buildings for up to 60 days.







Trace and access If oil, gas or water escapes from your household heating, cooking or water system at your home or outbuildings, we will pay the cost of finding the source of the escape of oil, gas or water as well as the cost of removing and replacing any part of your home or outbuildings necessary to repair your household heating, cooking or water system.

We will not pay:

- for any loss or damage to your household heating, cooking or water system itself;
- if your home is unfurnished for more than 60 consecutive days;
- if your home is unoccupied for more than 60 consecutive days.

#### **Trespass** protection

We will pay up to 10% of the buildings sum insured at your home for the removal of litter or debris from within the grounds of your home following any unlawful trespassing.

#### Unfixed building materials

We will pay up to £50,000 for loss or damage to newly acquired unfixed building materials and supplies owned by you and kept within the grounds of your home for use in the restoration, renovation, construction, repair, redecoration, maintenance or alteration of your home or other similar work.

We will not pay for unfixed building materials and supplies used for building works where the estimated value of the building works exceeds £50,000.

You must advise us of the acquisition within 60 days of the date of delivery and pay the full additional premium from the date of delivery. We reserve the right not to insure the newly acquired unfixed building materials and supplies after the 60th day.







### **Buildings exclusions**

The following exclusions apply to the Buildings cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

#### What is not covered

**Building works** We will not pay for any loss or damage caused by or resulting from building works where the

estimated value of the building works exceeds £50,000.

**Deception** We will not pay for any loss or damage caused by or resulting from deception, unless deception is

only used to gain entry to your home.

**Erosion** We will not pay for any loss or damage caused by or resulting from coastal or river erosion.

**Loss by animals** We will not pay for any loss or damage caused by or resulting from vermin, insects or rodents.

We will pay for resultant damage unless stated otherwise in your policy or unless an

exclusion applies.

Pollution or contamination

We will not pay for any loss or damage caused by or resulting from a **pollutant**, **contaminant**, smog, or industrial or agricultural smoke. We will not pay for the cost of extracting **pollutants** or **contaminants** from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

We will pay for loss or damage to your buildings caused by or resulting from the escape of oil from any fixed tanks, apparatus or pipes but we will not pay for the cost of extracting oil from land or water, or the cost to remove, restore or replace land or water contaminated by oil.

Professional restoration and cleaning

We will not pay for any loss or damage caused by or resulting from the process of being professionally repaired, refinished, restored, altered, renovated or cleaned.

Storm and flood

We will not pay for any loss or damage to fences, hedges, gates, piers, wharves or docks caused by or resulting from wind, storm, flood or weight of snow unless your home is damaged at the same time by the same cause.

We will pay for loss or damage caused by or resulting from falling trees, telegraph poles and lampposts.

Structural movement

We will not pay for any loss or damage caused by or resulting from the movement of your buildings, including bulging, expansion, shrinking or settling, or any subsequent cracking, unless caused by subsidence, heave or landslip.

Subsidence, heave or landslip

We will not pay for any loss or damage to the grounds of your home, or to patios, terraces, hard tennis courts, swimming pools, ornamental ponds, fountains, cesspits, septic tanks, central heating fuel tanks, footpaths, drives, walls, gates, fences and railings, caused by or resulting from subsidence, heave or landslip unless your home is damaged at the same time by the same cause.

We will not pay for any loss or damage to, or caused by or resulting from, the movement of solid floor slabs unless the foundations beneath the external walls of **your home** are damaged at the same time by the same cause.







### **Buildings exclusions**

### Unfurnished homes

If **your home** is **unfurnished** for more than 60 consecutive days, **we** will not pay for any loss or damage caused by or resulting from:

- theft or attempted theft;
- malicious damage;
- vandalism;
- escape of water from fixed tanks, apparatus, pipes or appliances;
- freezing or forcible and violent bursting.

## Unoccupied homes

If **your home** is **unoccupied** for more than 60 consecutive days, **we** will not pay for any loss or damage caused by or resulting from:

- escape of water from fixed tanks, apparatus, pipes or appliances;
- freezing or forcible and violent bursting;

unless the heating and water system is drained and the appliance is turned off, or the heating is left on constantly at a minimum of 10 degrees Celsius.







Contents cover only applies if shown on your schedule.

The sum insured for each location is shown on your schedule.

You must maintain an appropriate sum insured to sufficiently meet the cost of replacing as new the contents of your home. To reduce the possibility of being underinsured you should regularly review your sums insured for contents and request an increase if necessary.

#### How we will settle your claim

#### **Payment basis**

Following a covered loss, we will pay the cost to repair or replace your contents, whichever is less, up to the sum insured.

#### Special limits

The most we will pay for loss or damage to each of the following types of contents is £10,000:

- covered land vehicles;
- furs;
- · guns;
- jewellery;
- · money;
- · precious metals;
- sailboards, surfboards, hand-propelled boats and their parts and accessories;
- securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports;
- trailers, caravans and non-motorised horseboxes.

These limits do not increase your contents sum insured or the sum insured of any other item covered elsewhere in your policy.

We will not pay for any loss or damage to:

- furs if an unspecified furs sum insured is shown on your schedule;
- guns if an unspecified guns sum insured is shown on your schedule;
- jewellery if an unspecified jewellery sum insured is shown on your schedule.

#### Matching of articles

Following a covered loss to part of a pair, set or suite, we will pay the full replacement cost of the entire pair, set or suite if you surrender the undamaged part(s) of the pair, set or suite to us.

#### Inflation protection

During the period of insurance, the sum insured will be adjusted each month to reflect the current effect of inflation. At the time of a covered loss, your sum insured will include any increase in the Retail Price Index, Consumer Price Index, Consumer Durables Index or any other appropriate index.

We will not make a charge for any inflation protection during the period of insurance, but each time your policy is renewed, we will re-calculate the premium on the adjusted sum insured.

#### **Excess**

The excess shown on your schedule will apply to each and every covered loss unless stated otherwise in your policy.

### Aggravated burglary and excess waiver

The excess shown on your schedule will not apply in the event of a covered aggravated burglary or aggravated theft loss. This Aggravated burglary and Aggravated theft excess waiver does not Aggravated theft apply to any compulsory excess shown on your schedule.

#### Large loss excess waiver

The excess shown on your schedule will not apply in the event of a covered loss that is greater than £10,000. This Large loss excess waiver does not apply to any compulsory excess shown on your schedule.







#### What is covered

We will pay for loss or damage to the contents of your home and outbuildings that occurs anywhere in the world unless stated otherwise in your policy or unless an exclusion applies.

#### Additional covers

We will also pay for the following additional covers unless stated otherwise in your policy or unless an exclusion applies:

#### Additional homes

We will pay up to 15% of the contents sum insured shown on your schedule, for loss or damage to contents kept at a residence you own or live in which is not shown on your schedule.

The most we will pay is £50,000.

We will not pay for any loss or damage to contents that are insured elsewhere.

#### Additional living costs

Following a covered loss, if your home is not fit to live in we will pay the following expenses for the duration of time necessary to restore your home to a habitable condition:

- the cost of reasonable alternative similar accommodation for you and your domestic pets;
- the cost of reasonable storage for the contents of your home;
- rent which you still have to pay as a tenant including ground rent;
- rent which should have been paid to you including ground rent.

We will not pay for any loss of rent due to the termination of a lease or agreement.

#### Forced evacuation

If a civil authority prohibits your home from being lived in, we will pay the following expenses until the prohibition is lifted:

- the cost of reasonable alternative similar accommodation for you and your domestic pets;
- rent which you still have to pay as a tenant including ground rent;
- rent which should have been paid to you including ground rent.

The prohibition must be as a direct result of loss or damage to a neighbouring property that would be a covered loss under your policy.

We will not pay for any loss of rent due to the termination of a lease or agreement.

We will also pay up to £7,500 for emergency items that you purchase throughout the duration of the prohibition.

#### **Business** property

We will pay for loss or damage to business property.

The most we will pay for loss or damage to business property away from your home is £15,000.

#### Compensation for loss of life

If you suffer bodily injury caused by a fire at your home which results in loss of life, we will pay £50,000, or less if limited by law. The loss of life must occur within 12 months of the date of the fire.

The most we will pay during any one period of insurance is £100,000.

There is no excess applicable to this cover.

#### Freezer contents

We will pay the cost to replace food in your domestic freezer or refrigerator that you cannot use following a rise or fall in temperature.

We will not pay if the rise or fall in temperature is a deliberate act of the power supply authority or the withholding or restricting of power by such an authority.

There is no excess applicable to this cover.







#### Information replacement

Following a covered loss, we will pay the reasonable cost of employing an external professional body or person to re-enter information on to your computer if your business or personal facts or records stored in your computer are lost.

Lock replacement We will pay to replace locks and keys to any external doors, windows, intruder alarms and safes, installed in your home or outbuildings, if they are lost, damaged or stolen.

There is no excess applicable to this cover.

#### Marquees

We will pay up to £50,000 for loss or damage to marquees and associated lighting, heating, equipment and furnishings that you hire temporarily and for which you are legally responsible, whilst at your home.

We will not pay for any loss or damage to items that are insured elsewhere.

New acquisitions We will pay up to 25% of the contents sum insured at your home for loss or damage to your newly acquired contents.

> You must advise us of the acquisition within 60 days of the date of acquisition and pay the full additional premium from the date of acquisition. We reserve the right not to insure your newly acquired contents after the 60th day.

#### Oil, gas and metered water

We will pay for loss of oil, gas or metered water from your household heating, cooking or water system at your home or outbuildings.

We will not pay for any loss of metered water if your home is:

- unfurnished for more than 60 consecutive days;
- unoccupied for more than 60 consecutive days.

#### Possessions of domestic employees and guests

We will pay for loss or damage to personal property whilst in your home belonging to your domestic employees and your guests.

We will not pay for any loss or damage to:

- jewellery;
- money;
- items that are insured elsewhere.

#### **Possessions of** relatives in residential care

We will pay for loss or damage to personal property belonging to your parents or your grandparents, who are resident in a nursing home or residential care home.

We will not pay for any loss or damage to items that are insured elsewhere.

#### **Preventative** measures

Following a covered loss, we will pay up to £5,000 which you incur with our permission to take emergency measures to avoid or mitigate further loss or damage.

#### Reward

We will pay a discretionary monetary amount up to £5,000, to any individual or organisation other than you or the police, for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss under your policy.

There is no excess applicable to this cover.







Tenants' gardens We will pay up to 10% of the contents sum insured at your home where you are a tenant or leaseholder for loss or damage to trees, shrubs, plants and lawns. The most we will pay for any one tree, shrub or plant is £2,500.

We will not pay for any loss or damage caused by or resulting from storm or flood.

#### Tenants' improvements

We will pay up to 10% of the contents sum insured at your home where you are a tenant or leaseholder, for loss or damage to fixtures and fittings.

#### Tenants' trace and access

If oil, gas or water escapes from the household heating, cooking or water system at your home where you are a tenant or leaseholder, we will pay the cost of finding the source of the escape of oil, gas or water as well as the cost of removing and repairing any fixtures and fittings necessary to repair your household heating, cooking or water system.

We will not pay:

- for any loss or damage to the household heating, cooking or water system itself;
- if your home is unfurnished for more than 60 consecutive days;
- if your home is unoccupied for more than 60 consecutive days.







### Contents exclusions

The following exclusions apply to the Contents cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

#### What is not covered

**Aircraft** We will not pay for any loss or damage to aircraft or their parts and accessories.

Building works We will not pay for any loss or damage caused by or resulting from building works where the

estimated value of the building works exceeds £50,000.

**Deception** We will not pay for any loss or damage caused by or resulting from deception, unless deception is

only used to gain entry to your home.

**Loss by animals** We will not pay for any loss or damage caused by or resulting from vermin, insects or rodents.

We will pay for resultant damage unless stated otherwise in your policy or unless an

exclusion applies.

**Loss to animals** We will not pay for any loss or damage to animals, birds, fish or any domestic pets.

Lottery tickets and winnings

We will not pay for any loss or damage to lottery tickets or winnings.

Motorised land vehicles

We will not pay for any loss or damage to motorised land vehicles or their parts and accessories, other than covered land vehicles.

We will not pay for any loss or damage to:

- motorcycles with an engine capacity of 50cc or less;
- domestic gardening vehicles;
- · quad bikes;

which occurs away from the grounds of your home.

We will not pay for any loss or damage to any vehicle which is required to be registered for use on a public highway.

## Pollution or contamination

We will not pay for any loss or damage caused by or resulting from a **pollutant**, **contaminant**, smog, or industrial or agricultural smoke. We will not pay for the cost of extracting **pollutants** or **contaminants** from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

We will pay for loss or damage to your contents caused by or resulting from the escape of oil from any fixed tanks, apparatus or pipes but we will not pay for the cost of extracting oil from land or water, or the cost to remove, restore or replace land or water contaminated by oil.

Professional restoration and cleaning

We will not pay for any loss or damage caused by or resulting from the process of being professionally repaired, restored, retouched, altered, renovated or cleaned.

**Tenants' property** We will not pay for any loss or damage to personal property belonging to your tenants.







### Contents exclusions

# Theft of equipment from a motorised land vehicle

We will not pay for any loss or damage caused by or resulting from theft or attempted theft of any of the following from a motorised land vehicle if the equipment is permanently installed in the vehicle or removable from a housing unit which is permanently installed in the vehicle:

- sound reproducing, receiving or transmitting equipment;
- equipment to view visual recordings;
- global positioning and navigational systems;
- data processing equipment;
- games consoles and accessories;
- · scanning monitors, radar and laser detectors;
- any similar equipment including accessories and antennas.

### Unfurnished homes

If your home is unfurnished for more than 60 consecutive days, we will not pay for any loss or damage caused by or resulting from:

- theft or attempted theft;
- · malicious damage;
- vandalism;
- escape of water from fixed tanks, apparatus, pipes or appliances;
- freezing or forcible and violent bursting.

## Unoccupied homes

If **your home** is **unoccupied** for more than 60 consecutive days, **we** will not pay for any loss or damage caused by or resulting from:

- escape of water from fixed tanks, apparatus, pipes or appliances;
- freezing or forcible and violent bursting;

unless the heating and water system is drained and the appliance is turned off, or the heating is left on constantly at a minimum of 10 degrees Celsius.

#### Watercraft

We will not pay for any loss or damage to watercraft, including jet skis, or their parts and accessories, unless shown on your schedule.

We will pay for loss or damage to sailboards, surfboards, hand-propelled boats and their parts and accessories.







### Valuables cover

Valuables cover only applies if shown on your schedule.

The sums insured for each category of valuables and for each specified item for each location are shown on your schedule.

You must maintain an appropriate sum insured to sufficiently meet the cost of replacing your valuables as new. To reduce the possibility of being underinsured you should regularly review your sums insured for valuables and request an increase if necessary.

#### How we will settle your claim

#### **Payment basis**

Following a covered loss, we will pay as follows:

#### **Partial loss**

If an item is partially lost or damaged, we will pay either:

- the cost to repair or restore the item to its condition immediately before the loss. If the value of the item after the repair or restoration is less than the market value immediately before the loss we will also pay the difference, or;
- the reduction in the market value of the item after the loss.

The most we will pay for a specified item is the sum insured for that item shown on your schedule.

The most we will pay for an unspecified item is the sum insured for that category of valuables shown on your schedule, or the unspecified limit per item shown on your schedule, whichever is less.

#### **Total loss**

If a specified item listed on **your schedule** is lost or totally destroyed, **we** will pay the sum insured for that item shown on **your schedule**.

If an unspecified item is lost or totally destroyed, we will pay the cost to replace the item. The most we will pay for an unspecified item is the sum insured for that category of valuables shown on your schedule, or the unspecified limit per item shown on your schedule, whichever is less.

### Death of the artist

Following a covered loss to an item of fine art and antiques specified on your schedule, we will pay up to 200% of the sum insured for that item shown on your schedule if its value has increased due to the death of the artist during the current period of insurance.

# Enhanced replacement cover

Following a covered loss to an item of **fine art and antiques** specified on **your schedule**, **we** will pay up to its market value even if this amount is greater than the specified sum insured for that item shown on **your schedule**.

We will only pay Enhanced replacement cover if the sum insured for the item of fine art and antiques specified on your schedule can be substantiated by a professional valuation undertaken within 3 years immediately prior to the covered loss.

The most we will pay is the total sum insured for fine art and antiques shown on your schedule.

### Matching of articles

Following a covered loss to part of a pair, set or suite, **we** will pay the full replacement cost of the entire pair, set or suite if **you** surrender the undamaged part(s) of the pair, set or suite to **us**.

The most we will pay for a specified item is the sum insured for that pair, set or suite shown on your schedule.

The most we will pay for an unspecified item is the sum insured for that category of valuables shown on your schedule, or the unspecified limit per item shown on your schedule, whichever is less.

### Inflation protection

During the **period of insurance**, the sum insured for unspecified **valuables** will be adjusted each month to reflect the current effect of inflation. At the time of a covered loss, **your** sum insured will include any increase in the Retail Price Index, Consumer Price Index, Consumer Durables Index or any other appropriate index.

We will not make a charge for any inflation protection during the **period of insurance**, but each time **your policy** is renewed, **we** will re-calculate the premium on the adjusted sum insured.







### Valuables cover

**Excess** The excess shown on your schedule will apply to each and every covered loss unless stated

otherwise in your policy.

Aggravated burglary and Aggravated theft excess waiver The excess shown on your schedule will not apply in the event of a covered aggravated burglary or aggravated theft loss. This Aggravated burglary and Aggravated theft excess waiver does not

Aggravated theft apply to any compulsory excess shown on your schedule.

Large loss excess waiver

The excess shown on your schedule will not apply in the event of a covered loss that is greater than £10,000. This Large loss excess waiver does not apply to any compulsory excess shown on

your schedule.







### Valuables cover

#### What is covered

We will pay for loss or damage to your valuables that occurs anywhere in the world unless stated otherwise in your policy or unless an exclusion applies.

We will only pay for loss or damage to jewellery noted on your schedule as kept in the bank, whilst kept in the bank.

#### Additional covers

We will also pay for the following additional covers unless stated otherwise in your policy or unless an exclusion applies:

#### **Defective title**

We will pay the sum insured for an item of fine art and antiques specified on your schedule if you are required by law to return the item to its rightful owner, because it is proved that you do not have good title to it.

We will only pay Defective title cover if:

- the item was bought by you since the inception of your policy;
- you advise us of the claim during the period of insurance;
- you made reasonable enquiries about the item's provenance before you bought the item.

The most we will pay during any one period of insurance is £100,000.

We will not pay for any items that were inherited or given to you.

#### Jewellery kept in a bank

We will pay for loss or damage to jewellery noted on your schedule as kept in the bank, whilst temporarily removed from the bank for a maximum of 30 days during any one period of insurance.

The most we will pay for jewellery temporarily removed from the bank is £50,000.

**New acquisitions** We will pay up to 25% of the total sum insured for that category of valuables listed on your schedule for loss or damage to your newly acquired valuables.

> You must advise us of the acquisition within 60 days of the date of acquisition and pay the full additional premium from the date of acquisition. We reserve the right not to insure your newly acquired valuables after the 60th day.

#### Reward

We will pay a discretionary monetary amount up to £5,000, to any individual or organisation other than you or the police, for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss under your policy.

There is no excess applicable to this cover.







### Valuables exclusions

The following exclusions apply to the Valuables cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

#### What is not covered

**Building works** 

We will not pay for any loss or damage caused by or resulting from building works where the estimated value of the building works exceeds £50,000.

**Deception** 

We will not pay for any loss or damage caused by or resulting from deception, unless deception is only used to gain entry to your home.

Loss by animals

We will not pay for any loss or damage caused by or resulting from vermin, insects or rodents.

We will pay for resultant damage unless stated otherwise in your policy or unless an exclusion applies.

Pollution or contamination

We will not pay for any loss or damage caused by or resulting from a **pollutant**, **contaminant**, smog, or industrial or agricultural smoke.

We will pay for loss or damage to your valuables caused by or resulting from the escape of oil from any fixed tanks, apparatus or pipes.

Professional restoration and cleaning

We will not pay for any loss or damage caused by or resulting from the process of being professionally repaired, restored, retouched, altered, renovated or cleaned.

## Unfurnished homes

If **your home** is **unfurnished** for more than 60 consecutive days, **we** will not pay for any loss or damage caused by or resulting from:

- theft or attempted theft;
- · malicious damage;
- vandalism;
- escape of water from fixed tanks, apparatus, pipes or appliances;
- freezing or forcible and violent bursting.

### Unoccupied homes

If your home is unoccupied for more than 60 consecutive days, we will not pay for any loss or damage caused by or resulting from:

- escape of water from fixed tanks, apparatus, pipes or appliances;
- freezing or forcible and violent bursting;

unless the heating and water system is drained and the appliance is turned off, or the heating is left on constantly at a minimum of 10 degrees Celsius.







### Liability cover

Your liability as owner of your buildings and its land is only covered if you have a buildings sum insured for the relevant home shown on your schedule.

Your personal liability, your liability as occupier of your buildings and your liability to domestic employees are only covered if you have a contents sum insured shown on your schedule.

### How we will settle your claim

**Liability limit** 

This insurance applies separately to each of you against whom a claim is made or a lawsuit is brought, but we will not pay more than the liability limits shown below, regardless of how many claims, homes or people are involved in the incident.

**Excess** 

There is no excess applicable to any claim under this section of cover unless stated otherwise in your policy.

#### What is covered

liability

Property owner's We will pay up to £10,000,000 for damages you are legally liable to pay as owner of your buildings and its land for bodily injury or property damage, unless stated otherwise in your policy or unless an exclusion applies.

Personal liability We will pay up to £10,000,000 for damages you are legally liable to pay for bodily injury or property damage, that occurs anywhere in the world, unless stated otherwise in your policy or unless an exclusion applies.

Occupier's liability

We will pay up to £10,000,000 for damages you are legally liable to pay as occupier of your buildings for bodily injury or property damage, unless stated otherwise in your policy or unless an exclusion applies.

**Domestic** employer's liability

We will pay up to £10,000,000 for damages you are legally liable to pay for all covered claims in respect of any one incident for bodily injury to any domestic employee. The incident must arise from the work the person is employed to do for you as a domestic employee or in incidental farming work they do for you and it must occur in the United Kingdom or during a temporary trip abroad.

#### Additional covers

We will also pay for the following additional covers unless stated otherwise in your policy or unless an exclusion applies:

Credit cards. forgery and counterfeiting Credit cards, forgery and counterfeiting is only covered if you have a contents sum insured shown on your schedule.

We will pay up to £50,000 for any amount you are legally obliged to pay resulting from:

- the theft or loss of a bank card, credit card, debit card or charge card issued in your name provided that you have followed the terms and conditions under which the credit card was issued;
- loss caused by forgery or alteration of any cheque or negotiable document;
- loss caused by accepting any counterfeit paper currency in good faith.







### Liability cover

#### **Defective** premises liability your schedule.

Defective premises liability is only covered if you have a buildings sum insured shown on

We will pay up to £10,000,000 for damages you are legally liable to pay under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in respect of any private home which you previously owned or occupied and where no other insurance covers the liability.

In addition, the insurance provided in respect of liability arising by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 will continue for a period of seven years from the date of cancellation of this policy in respect of the buildings insured at the date of cancellation but will not apply where a more recently effected or current insurance policy covers your liability.

#### **Defence costs**

We will pay legal defence costs and legal expenses which you incur with our permission.

In jurisdictions where we may be prevented from defending you for a covered loss, because of local laws or other reasons, we will only pay those legal defence expenses which you incur with our permission for your defence.

Our duty to defend any claim or suit arising out of a single incident ends when the amount we have paid in damages for that incident equals the liability limit.

Payments made under this cover are in addition to the limit of liability shown in each section.

#### Director's and officer's liability

Director's and officer's liability is only covered if you have a contents sum insured shown on your schedule.

We will pay up to £5,000,000 for damages you are legally liable to pay arising out of any voluntary work as a director or officer for an organised and registered charity.

An excess of £500 will apply to each and every covered loss.

#### Golfer's extension

Golfer's extension is only covered if you have a contents sum insured shown on your schedule.

We will pay for the following whilst you are playing golf or participating in any activity at a golf club anywhere in the world:

Hole-in-one cover We will pay up to £1,000 for expenses incurred in the event of you achieving a 'hole-in-one' during an official competition. The score cards and certificate from your club or competition secretary must be submitted to us in the event of a claim.

Personal accident We will pay up to £50,000, or less if limited by law, if you suffer an accident whilst playing golf which results in loss of life, dismemberment or permanent total disablement. The loss of life, dismemberment or permanent total disablement must occur within 12 months of the accident.

### Third party damage

We will pay up to £10,000,000 for property damage to another person's property caused by you playing golf, irrespective of legal liability.

#### Liability as a tenant

Liability as a tenant is only covered if you have a contents sum insured for the relevant home.

We will pay up to £10,000,000 for damages you are legally liable to pay because of your tenancy of the home or any buildings occupied as student accommodation by you following loss or damage that would be insured under the Buildings cover of this policy, regardless of whether the buildings are insured under your policy.







### Liability cover

#### **Reversal of** damages

We will pay up to £10,000,000 for damages you have been awarded in a court of the United Kingdom if they have not been paid to you within three months of the date of the award, provided this policy would have insured you if the award had been made against you rather than in your favour and providing that no appeal is pending.

#### **Sponsorship** protection

We will pay up to £2,500 to a charity or other non-profit making organisation if you are unable to participate in an event for which you have been sponsored due to an accident or illness, if the sponsors do not pay their sponsorship donation.







## Liability exclusions

The following exclusions apply to the Liability cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

#### What is not covered

Aircraft

We will not pay for any damages arising from the ownership, possession, use, maintenance, loading or unloading of any aircraft.

Bodily injury to you

We will not pay for any damages for bodily injury to you.

**Building works** 

We will not pay for any damages arising from building works where the estimated value of the building works exceeds £50,000.

**Business activity** 

We will not pay for any damages arising from a business activity carried out by you.

We will pay for damages arising from:

- the ownership, possession or use of your home being rented to others;
- incidental business at your home;
- · incidental business away from your home;
- incidental farming;

unless stated otherwise in your policy or unless an exclusion applies.

Communicable disease

We will not pay for any damages arising directly or indirectly from the transmission of any communicable illness, disease or virus whether transmitted intentionally or unintentionally.

We will not pay for any damages arising directly or indirectly from any threat or exposure or any consequences resulting from that illness, disease or virus.

Contractual liability

We will not pay for any damages arising from a contract or agreement (other than your liability as a tenant), whether written or not, which imposes a liability which would not have existed without the contract or agreement.

**Dangerous dogs** 

We will not pay for any damages arising from the ownership, possession or use of any dog described in Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 and any amending legislation.

Domestic employer's liability We will not pay for any damages arising from any judgment or award given or made outside the courts of a member of the European Union.

Libel, slander or defamation

We will not pay for any damages arising from libel, slander or defamation.







## Liability exclusions

# Motorised land vehicles

We will not pay for any damages arising from the ownership, possession or use of any motorised land vehicles, other than covered land vehicles.

We will not pay for any damages arising from the ownership, possession or use of any:

- motorcycle with an engine capacity of 50cc or less;
- · domestic gardening vehicle;
- quad bike;

for an incident which occurs away from the grounds of your home.

We will not pay for any damages arising from the ownership, possession or use of any vehicle which is required to be registered for use on a public highway.

# Pollution or contamination

We will not pay for any damages arising from a pollutant, contaminant, smog, or industrial or agricultural smoke, unless it can be proven to our satisfaction that the damages have been incurred as a result of a sudden, identifiable, unintended and unexpected event that took place in its entirety at a specific time and place.

We will not pay for any damages arising from the extraction of pollutants or contaminants from land or water, or the removal, restoration or replacement of polluted or contaminated land or water, unless it can be proven to our satisfaction that the damages have been incurred as a result of a sudden, identifiable, unintended and unexpected event that took place in its entirety at a specific time and place.

# Professional services

We will not pay for any damages arising from you performing or failing to perform professional services, including advice, for which you are legally responsible or licensed.

# Property in your care

We will not pay for any damages for property which you own, is held in trust by you or is in your custody or control.

Punitive damages We will not pay for any punitive fines, penalties or damages.

# Unlicensed firearms

We will not pay for any damages arising from the ownership, possession or use of any unlicensed firearm.

#### Watercraft

We will not pay for any damages arising from the ownership, possession or use of any watercraft, including jet skis, unless shown on your schedule.

We will pay for damages arising from the ownership, possession or use of sailboards, surfboards and hand-propelled boats.







Lifestyle protection cover only applies if shown on your schedule.

### How we will settle your claim

# Lifestyle protection limit

This insurance applies separately to each of **you**, but **we** will not pay more than the lifestyle protection limits shown below, regardless of how many **homes** or people are involved in the **incident**.

**Excess** 

There is no excess applicable to any claim under this section of cover unless stated otherwise in your policy.

#### What is covered

We will pay for the following covers unless stated otherwise in your policy or unless an exclusion applies:

# Aggravated burglary

We will pay the following costs and benefits incurred with our permission as a direct result of aggravated burglary:

- up to £7,500 for reasonable, temporary accommodation if you move out of your home;
- up to £10,000 to improve the security at your home;
- up to £10,000 for expenses you incur if you permanently relocate away from your home.
   We will not pay for any costs if your home was already for sale prior to the aggravated burglary;
- up to £10,000 for **you** to use professional security guards or for **you** to seek advice from professional security consultants;
- up to £20,000 for loss of personal income for you or your guest, incurred within 12 months of the aggravated burglary.

The most we will pay is £40,000 for each aggravated burglary;

• up to £25,000 for psychiatric services prescribed by a physician for **you** or **your guest**, incurred within 12 months of the **aggravated burglary**.

The most we will pay is £50,000 for each aggravated burglary;

• up to £25,000 for medical expenses prescribed by a physician for you or your guest, incurred within 12 months of the aggravated burglary.

The most we will pay is £50,000 for each aggravated burglary;

• £100,000, or less if limited by law, for the death or dismemberment of you or your guest, occurring within 12 months of the aggravated burglary.

The most we will pay is £200,000 for each aggravated burglary.







# **Aggravated theft** We will pay the following costs and benefits which **you** incur with **our** permission as a direct result of **aggravated theft**:

• up to £20,000 for loss of **your** personal income, incurred within 12 months of the **aggravated theft**.

The most we will pay is £40,000 for each aggravated theft;

• up to £25,000 for psychiatric services prescribed by a physician for **you**, incurred within 12 months of the **aggravated theft**.

The most we will pay is £50,000 for each aggravated theft;

• up to £25,000 for medical expenses prescribed by a physician for **you**, incurred within 12 months of the **aggravated theft**.

The most we will pay is £50,000 for each aggravated theft;

• £100,000, or less if limited by law, for **your** death or **dismemberment**, occurring within 12 months of the **aggravated theft**.

The most we will pay is £200,000 for each aggravated theft.

#### Air rage

We will pay the following costs which you incur with our permission as a direct result of air rage:

• up to £25,000 for psychiatric services prescribed by a physician for **you**, incurred within 12 months of the **air rage**.

The most we will pay is £50,000 for each air rage;

• up to £25,000 for medical expenses prescribed by a physician for **you**, incurred within 12 months of the **air rage**.

The most we will pay is £50,000 for each air rage;

#### Carjacking

We will pay the following costs and benefits incurred with our permission as a direct result of carjacking:

- up to £5,000 per person for accommodation expenses necessarily incurred to remain with the driver or occupant of the vehicle, whilst they are receiving medical treatment during the 12 months immediately following the carjacking.
- up to £5,000 per person for any other expenses necessarily incurred within 12 months of the carjacking.
- up to £20,000 per person for lost personal income, incurred within 12 months of the carjacking.

  The most we will pay is £40,000 for each carjacking;
- up to £25,000 per person for psychiatric services prescribed by a physician, incurred within 12 months of the carjacking.

The most we will pay is £50,000 for each carjacking;

• up to £25,000 per person for medical expenses prescribed by a physician, incurred within 12 months of the carjacking.

The most we will pay is £50,000 for each carjacking;

• £100,000, or less if limited by law, per person for death or **dismemberment**, occurring within 12 months of the **carjacking**.

The most we will pay is £200,000 for each carjacking;







**Hostage situation** We will pay the following costs and benefits which **you** incur with **our** permission as a direct result of a **hostage situation**:

• up to £20,000 for loss of your personal income, incurred within 12 months of the hostage situation.

The most we will pay is £40,000 for each hostage situation;

• up to £25,000 for psychiatric services prescribed by a physician for **you**, incurred within 12 months of the **hostage situation**.

The most we will pay is £50,000 for each hostage situation;

• up to £25,000 for medical expenses prescribed by a physician for **you**, incurred within 12 months of the **hostage situation**.

The most we will pay is £50,000 for each hostage situation;

• £100,000, or less if limited by law, for **your** death or **dismemberment**, occurring within 12 months of the **hostage situation**.

The most we will pay is £200,000 for each hostage situation.

#### **Identity fraud**

We will pay the following costs and benefits which you incur with our permission as a direct result of an identity fraud:

#### Loss of income

If you have to take time off from your work, as a result of your efforts to amend or rectify records regarding your identity, we will pay up to £500 per day for:

- loss of your personal income;
- compensation for your annual leave.

#### Additional costs

- Legal advice involved in assisting you to restore your credit history;
- removing incorrect information held on your credit report;
- protective registration with CIFAS;
- replacing your passport, driving licence or birth certificate, should they be lost or stolen;
- re-submitting applications for loans, grants, other credit or debit instruments that are declined solely as a result of the lender receiving incorrect information as a result of an identity fraud incident;
- notarising affidavits or other similar documents, telephone calls and postage incurred by **you** as a result of **your** efforts to amend or rectify records regarding **your** identity;
- legal representation and any related court costs for a suit brought against **you** by a creditor, collection agency or other entity acting on behalf of a creditor, for non-payment of goods or services or default on a loan as a result of an **identity fraud incident**;
- assisting in the removal of any civil judgment wrongfully entered against **you** as a result of an **identity fraud incident**.

The most we will pay during any one period of insurance is £50,000.







# Personal intimidation

We will pay the following costs which you incur with our permission as a direct result of personal intimidation:

- up to £7,500 for reasonable, temporary accommodation if you move out of your home;
- up to £10,000 to improve the security at your home;
- up to £10,000 for **you** to use professional security guards or for **you** to seek advice from professional security consultants;
- up to £10,000 for psychiatric services prescribed by a physician for **you**, incurred within 12 months of the **personal intimidation**.

The most we will pay during any one period of insurance is £30,000.

#### Road rage

We will pay the following costs incurred with our permission as a direct result of road rage:

• up to £25,000 per person for psychiatric services prescribed by a physician, incurred within 12 months of the **road rage**.

The most we will pay is £50,000 for each road rage;

• up to £25,000 per person for medical expenses prescribed by a physician, incurred within 12 months of the **road rage**.

The most we will pay is £50,000 for each road rage;







## Lifestyle protection exclusions

The following exclusions apply to the Lifestyle protection cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

#### What is not covered

#### **Identity fraud**

Under Identity fraud cover, we will not pay for any costs or benefits:

- relating to a business activity;
- arising from the acts of anyone who lives with you at your home.

#### **Intentional acts**

We will not pay for any costs, expenses or benefits arising from you or your guest committing or attempting to commit:

- suicide;
- an intentional act of dismemberment.

# Persons known to you

We will not pay for any costs, expenses or benefits arising from the acts of any of the following, except under Personal intimidation cover:

- you;
- your relative or ex-relative;
- an estranged or former spouse of you, your relative or ex-relative;
- a domestic partner or former domestic partner of you, your relative or ex-relative.

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## Legal protection cover

Legal protection cover is underwritten and administered by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Legal protection cover only applies if shown on your schedule.

### How we will settle your claim

#### Legal protection limit

This insurance applies separately to each of you, but we will not pay more than £250,000, regardless of how many claims result from one or more event arising at the same time or from the same originating cause.

#### **Excess**

There is no excess applicable to any claim under this section of cover unless stated otherwise in your policy.

#### What is covered

We will pay a representative for costs and expenses for the following covers unless stated otherwise in your policy or unless an exclusion applies:

#### **Employment** disputes

Employee disputes Negotiation of your legal rights in a dispute relating to your contract of employment or future employment.

Employer disputes Defence of your legal rights in legal proceedings in respect of any dispute with:

- a domestic employee, prospective domestic employee or ex-domestic employee arising from or relating to a contract of employment with you;
- a domestic employee, prospective domestic employee or ex-domestic employee arising from an alleged breach of their statutory rights under employment legislation.

#### **Contract disputes**

Goods or services Negotiation of your legal rights in a contractual dispute arising from an agreement or an alleged agreement which you have entered into for:

- buying or hiring in goods or services;
- · selling goods.

You must have entered into the agreement or alleged agreement during the period of insurance and the amount in dispute must be more than £100.

#### Your home

Negotiation of your legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which you have entered into for the buying or selling of your home.

You must have entered into the agreement or alleged agreement during the period of insurance and the amount in dispute must be more than £100.

#### **Bodily injury**

Negotiation of your legal rights in a claim against a party who causes your death or bodily injury.

### Clinical negligence

Negotiation of your legal rights in a claim where it is alleged that a single negligent act of surgery, clinical or medical procedure has caused your death or bodily injury.







### Legal protection cover

# Property protection

Negotiation of **your** legal rights in a civil action and/or arrangement of mediation for a dispute relating to material property which **you** own or for which **you** are legally responsible following:

- an event which causes or could cause physical damage to such material property. The amount in dispute must be more than £100;
- a nuisance;
- a trespass.

An excess of £250 will apply to each and every claim for nuisance or trespass and is payable as soon as we accept the claim.

#### Tax protection

Negotiation of **your** rights following a comprehensive examination by HM Revenue & Customs that considers all areas of **your** self-assessment tax return.

#### Legal defence

#### **Employment**

Defence of your legal rights if an event arising from your work as an employee leads to:

- you being prosecuted;
- civil action being taken against you under:
  - legislation for unlawful discrimination;
  - section 13 of the Data Protection Act 1998.

#### Motor vehicle

Defence of **your** legal rights if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

# Service occupancy

Negotiation of your legal rights against a domestic employee or ex-domestic employee to recover possession of your home.

#### Additional cover

We will also pay for the following additional cover unless stated otherwise in your policy or unless an exclusion applies:

Court attendance We will pay up to £250,000 for loss of personal income you incur as a result of you:

- attending any court or tribunal at the request of the representative;
- performing jury service.

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







### Legal protection conditions

The following conditions apply to the Legal protection cover of your policy. Your failure to comply with these conditions may result in **your** claim not being met, or not being met in full. Additional conditions apply and are shown in General policy conditions.

#### **Appeals**

You must tell us within the time limits allowed if you want us to appeal or defend an appeal. We must agree that reasonable prospects exist before we pay any costs and expenses in relation to an appeal.

#### **Judgment** enforcement

We must agree that reasonable prospects exist before we pay any costs and expenses in relation to the enforcement of a judgment to recover money and interest due to you after a successful claim.

### **Damages limit**

If an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action in our opinion is likely to be more than any award of damages, the most we will pay for costs and **expenses** is the value of the likely award.

#### Legal representation

You may ask us to appoint a representative instead of a preferred law firm. If you ask us to appoint a representative instead of a preferred law firm, we will not pay more than we would pay a preferred law firm and you will be responsible for any costs that fall outside of the DAS Standard terms of appointment. The amount we will pay a law firm (where acting as a representative) is currently £100 per hour. This amount may vary from time to time.

### Date of occurrence

This policy only applies to incidents and covered losses if the date of occurrence is during the period of insurance.

#### **Territorial limits**

This policy only applies to incidents and covered losses if any legal proceedings are dealt with by a court, or other body which we agree to within the territorial limits.

#### Offers of settlement

You must tell us if anyone offers to settle a claim.

If you do not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.

We may decide to pay you the amount of damages that you are claiming, or that is being claimed against you, instead of starting or continuing legal proceedings.

Where settlement is made on a without-costs basis we will decide what proportion of that settlement will be regarded as costs and expenses and payable to us.

If you settle a claim or withdraw it without our agreement, or you do not give suitable instructions to a representative, the cover we provide will end at once and we will be entitled to reclaim from you costs and expenses we have paid.

### **Costs and** expenses

You must tell the representative to have costs and expenses taxed, assessed or audited, if we ask for this.

You must take every step to recover costs and expenses that we have to pay, and must pay us any costs and expenses that are recovered.

#### Representation

If the representative refuses to continue acting for you with good reason, or if you dismiss the representative without good reason, the cover we provide will end at once, unless we agree to appoint another representative.

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# Legal protection conditions

**Second opinion** We may, at our discretion, require you to obtain at your expense an opinion from a lawyer,

accountant or other suitably qualified person chosen by you and us, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that you will recover damages, obtain any other legal remedy that we have agreed to or make a successful

defence, we will pay the cost of obtaining the opinion.

Acts of **Parliament**  All Acts of Parliament include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the

Channel Islands.







## Legal protection exclusions

The following exclusions apply to the Legal protection cover of your policy. Additional exclusions apply and are shown in General policy exclusions.

#### What is not covered

### **Employment** disputes

We will not pay for any claim:

- arising from or relating to any employers' disciplinary hearings or internal grievance procedures;
- relating solely to personal injury;
- arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005;
- unless the domestic employee is, or the ex-domestic employee was, employed within the United Kingdom.

#### **Territorial limits**

We will not pay for any event which occurs outside of the territorial limits.

Contract disputes We will not pay for any claim relating to:

- a contract regarding your trade, profession, employment or any business venture;
- a dispute arising from any loan, mortgage, pension, investment or borrowing;
- a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings.

We will pay a representative for costs and expenses to negotiate your legal rights in a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy

• the amount of settlement payable under an insurance policy.

#### **Bodily injury**

We will not pay for any claim relating to:

- the alleged failure to correctly diagnose your condition;
- clinical negligence;
- the defence of your legal rights other than the defence of a counter-claim.

#### **Property** protection

We will not pay for any claim relating to:

- a contract entered into by you;
- someone legally taking your material property from you, whether you are offered money or not;
- · restrictions or controls placed on your material property by any government, public authority or local authority;
- work done by, or on behalf of, any government, public authority or local authority, unless the claim is for accidental physical damage;
- mining subsidence;
- the defence of your legal rights other than the defence of a counter-claim.

#### Reasonable prospects

We will not pay for any claim where reasonable prospects do not exist for the duration of the claim.







## Legal protection exclusions

#### Tax protection

We will not pay for any claim:

- relating to any enquiries limited to one or more specific area;
- if you are self-employed, a sole-trader or in a business partnership;
- · relating to an investigation or enquires by HM Revenue & Customs Special Investigations or the HM Revenue & Customs Prosecution Office.

#### Legal defence

We will not pay for any claim relating to:

- parking or obstruction offences;
- you driving a motor vehicle for which you do not have valid motor insurance.

#### **Service occupancy** We will not pay for any claim:

- unless the domestic employee is, or the ex-domestic employee was, employed within the United Kingdom;
- relating to the defence of your legal rights other than the defence of a counter-claim.

#### Late notification

We will not pay for any claim that has not been reported to us within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages, or getting any other legal remedy that we have agreed to, or of making a successful defence.

#### **Costs and** expenses

We will not pay for any costs and expenses:

- incurred before **our** written acceptance of a claim;
- incurred by you for a legal action that we or the representative have not agreed to.

#### Fines and penalties

We will not pay for any fines, penalties, compensation or damages you are ordered to pay by a court or other authority.

#### Libel, slander or defamation

We will not pay for any claim relating to libel, slander or defamation.

#### Dispute with us

We will not pay for any claim relating to a dispute with us or Zurich Insurance plc.

### **Judicial review**

We will not pay for any claim relating to a judicial review, coroner's inquest or fatal accident inquiry.

### Dishonesty or

We will not pay for any claim where an allegation of dishonesty or violent behaviour has been violent behaviour made against you.







Annual travel cover only applies if shown on your schedule.

### How we will settle your claim

**Basis of cover** This insurance applies separately per insured person per trip or planned trip.

An excess of £250 will apply to each and every covered loss unless stated otherwise in your policy.

Aggravated burglary and excess waiver

**Excess** 

The excess shown above will not apply in the event of a covered aggravated burglary or aggravated theft loss. This Aggravated burglary and Aggravated theft excess waiver does not Aggravated theft apply to any compulsory excess shown on your schedule.

Large loss excess waiver No excess will apply in the event of a covered loss that is greater than £10,000. This Large loss excess waiver does not apply to any compulsory excess shown on your schedule.

#### What is covered

We will pay for the following covers unless stated otherwise in your policy or unless an exclusion applies:

#### Cancellation

We will pay up to £25,000 for the cost of unused travel, accommodation and excursions you have paid or you are contracted to pay, if the trip or planned trip is necessarily and unavoidably cancelled as a direct result of any of the following:

- bodily injury, illness or death of:
  - an insured person;
  - a person with whom the insured person has arranged to travel or stay with;
  - a close relative, close friend or business colleague;
- inability to travel of an insured person or a person with whom the insured person has arranged to travel with, due to:
  - their compulsory quarantine;
  - them being called as a court witness;
  - an official requirement for them to attend emergency duty in military, medical or public service;
  - them being called for jury service.

We will not pay for cancellation due to jury service unless postponement has been denied by the Clerk of Court;

- you being made redundant and qualifying for redundancy payment under current legislation;
- a requirement for you to attend your home following a covered loss:
  - as a result of a police request, or;
  - to prevent further damage to your home;
- any advice or instruction by the Foreign and Commonwealth Office (FCO) or the World Health Organisation (WHO) against all travel to, or all but essential travel to, a country or one of its regions;
- an inability to travel for least 12 hours due to the cancellation or delay of the outbound scheduled transport;
- damage to your pre-arranged accommodation rendering it uninhabitable for the duration of

The most we will pay for any one trip or planned trip is £100,000 regardless of the number of insured persons.







#### Curtailment

We will pay up to £25,000 for the cost of unused travel, accommodation and excursions you have paid or you are contracted to pay, and an insured person's additional repatriation costs, if the trip is necessarily and unavoidably curtailed as a direct result of any of the following:

- bodily injury, illness or death of:
  - an insured person;
  - a person with whom the insured person has arranged to travel or stay with;
  - a close relative, close friend or business colleague;
- an official requirement for you to attend emergency duty in military, medical or public service;
- a requirement for you to attend your home following a covered loss:
  - as a result of a police request, or;
  - to prevent further damage to your home;
- · any advice or instruction by the Foreign and Commonwealth Office (FCO) or the World Health Organisation (WHO) to depart or consider departing a country or one of its regions;
- damage to your pre-arranged accommodation rendering it uninhabitable for the remainder of your stay.

The most we will pay for any one trip is £100,000 regardless of the number of insured persons.

# **Emergency**

We will pay up to £10,000,000 if an insured person becomes ill, sustains bodily injury or requires medical expenses dental treatment for emergency pain relief, during a trip outside the United Kingdom for the following, when reasonably and necessarily incurred:

- ambulance, hospital, medical, and surgical costs;
- additional repatriation costs;
- additional travel and accommodation costs:
- additional travel and accommodation costs for up to 2 people who are required on medical advice to travel to or remain with the insured person;
- funeral expenses outside the United Kingdom.

We will not pay for any costs or expenses arising from a medical condition for which an insured person is awaiting the results of medical tests or investigations or is on a hospital waiting list.

Personal accident We will pay £50,000, or less if limited by law, if an insured person suffers an accident when on a trip which results in loss of life, dismemberment or permanent total disablement. The loss of life, dismemberment or permanent total disablement must occur within 12 months of the date of the accident.

The most we will pay during any one period of insurance is £100,000.

There is no excess applicable to this cover.

#### Catastrophe

We will pay up to £2,000 for the reasonable cost of additional transport and accommodation to enable an insured person to continue their trip if:

- they are unable to travel for least 12 hours due to the cancellation or delay of the scheduled transport on which an insured person is booked to travel, or;
- their pre-booked accommodation is inaccessible or uninhabitable.







Delay and detour We will pay £150 for each completed 12 hour delay if the scheduled aircraft on which an insured person is booked to travel at either the start or the end of the trip is:

- delayed for more than 12 hours after the scheduled departure time;
- cancelled 12 hours after the scheduled departure time, or;
- forced to make an unscheduled stop which results in a delayed arrival of more than 12 hours at the **insured person's** scheduled destination.

The most we will pay is £300.

There is no excess applicable to this cover.

**Delayed baggage** We will pay up to £500 for emergency items that an **insured person** necessarily purchases if their baggage is temporarily lost in transit for more than 12 hours.

There is no excess applicable to this cover.

#### **Delayed return**

We will pay up to £100 per day for the following additional costs if your trip is necessarily extended following a covered loss:

- · kennel fees;
- cattery fees;
- · pet sitter fees;
- house sitter fees.

The most we will pay is £500.

There is no excess applicable to this cover.

#### Golf

#### Equipment

We will pay up to £50 per day for the cost of hiring golf equipment following loss, damage or temporary loss in transit for more than 12 hours, of an insured person's own or hired golf equipment.

The most we will pay is £750.

There is no excess applicable to this cover.

#### Course closure

We will pay £50 per day if the course on which an insured person was booked to use is closed and there is no suitable alternative available.

The most we will pay is £750.

There is no excess applicable to this cover.

#### Golf expenses

We will pay up to £2,000 for the cost of unused green, hire or tuition fees, you have paid or you are contracted to pay, following:

- bodily injury, illness or death of an insured person;
- loss or damage of an **insured person's** course pass.

#### Hijack

We will pay up to £15,000 for the cost of unused travel, accommodation and excursions you have paid or you are contracted to pay, and an insured person's additional repatriation costs, if the scheduled aircraft on which an insured person is travelling is hijacked.

#### **Hospital benefit**

We will pay £100 for each completed 24 hours that you spend in hospital as an inpatient if you become ill or sustain bodily injury during a trip.

The most we will pay is £1,500.

There is no excess applicable to this cover.







#### Loss of documents

Following loss or damage to an insured person's passport, visa, travel documents or driving license whilst on a trip, we will pay up to £2,000 for the reasonable cost of additional transport and accommodation incurred whilst obtaining replacements or temporary replacements.

Missed departure We will pay up to £2,000 for the reasonable cost of additional transport and accommodation to enable an insured person to continue their trip if they fail to board their scheduled transport due to the following:

- the failure of public transport in which they were travelling or were booked to travel to reach their scheduled transport, or;
- the accident or breakdown of a vehicle in which they were travelling or were booked to travel to reach their scheduled transport.

#### Search and rescue

We will pay up to £5,000 which you incur for the cost of search and rescue by emergency services to avoid or mitigate bodily injury to an insured person.

#### Winter sports

#### Equipment

We will pay up to £50 per day for the cost of hiring skiing or snowboarding equipment following loss, damage or temporary loss in transit for more than 12 hours, of an insured person's own or hired skiing or snowboarding equipment.

The most we will pay is £750.

There is no excess applicable to this cover.

#### Piste closure

We will pay £50 per day if the piste on which an insured person was booked to use is closed and there is no suitable alternative available.

The most we will pay is £750.

There is no excess applicable to this cover.

#### Ski expenses

We will pay up to £2,000 for the cost of unused ski passes, hire or tuition fees, you have paid or you are contracted to pay, following:

- bodily injury, illness or death of an insured person;
- loss or damage of an insured person's ski pass.









### Annual travel exclusions

The following exclusions apply to the Annual travel cover of your policy. Additional exclusions apply and are shown in General policy exclusions.

#### **Activities**

We will not pay for any loss caused by or resulting from an insured person participating in:

- any sport as a professional;
- armed forces activities other than under Cancellation and Curtailment;
- any hazardous activity.

#### **Aerial activity**

We will not pay for any loss caused by or resulting from an insured person's use of any aircraft unless as a passenger.

#### Intentional acts

We will not pay for any loss caused by or resulting from an insured person:

- committing or attempting to commit suicide;
- intentionally injuring themselves;
- intentionally putting themself in unnecessary danger, unless in an attempt to save human life.

#### Maximum age limit

We will not pay for any loss for an insured person aged 80 or over at the commencement of the period of insurance.

We will not pay for any loss for a trip or planned trip outside of the European Union member states, Norway and Switzerland, for an insured person aged 75 or over at the commencement of the period of insurance.

#### Maximum trip

We will not pay for any loss for a trip or planned trip exceeding 90 days.

#### Medical advice

We will not pay for any loss caused by or resulting from:

- an insured person's failure to obtain any recommended vaccines/inoculations or medications prior to their trip;
- an insured person travelling against the advice of a physician.

#### Medical conditions

We will not pay for any loss caused by or resulting from:

- · a psychological condition, including but not limited to anxiety, stress, depression, psychiatric or eating disorders, or phobias, from which an insured person is suffering;
- medical or surgical treatment for which an **insured person** travelled to obtain;
- a medical condition which an insured person knew about at the time the trip or planned trip was booked unless the condition is normally stable and under control and the insured person has not been treated as an in-patient or out-patient in relation to the condition more than once in the last 12 months.

#### Predictable events

We will not pay for any loss caused by or resulting from an incident or circumstance that you knew or should reasonably have known about at the time the trip or planned trip was booked.

#### **United Kingdom** travel

We will not pay for any loss for a trip or planned trip within the United Kingdom unless it includes a minimum of 2 nights in paid accommodation.

#### Use of drugs

We will not pay for any loss caused by or resulting from an insured person taking or using any drugs other than in accordance with a physician's prescribed instructions.







### Watercraft cover

Watercraft cover only applies if shown on your schedule.

The sum insured for each craft is shown on your schedule.

You must maintain an appropriate sum insured to sufficiently meet the cost of replacing the **craft** with one of a similar type, age and condition.

### How we will settle your claim

**Payment basis** Following a covered loss, we will pay as follows:

Partial loss If your craft is partially damaged, we will pay the amount required to repair or replace the

damaged parts, whichever is less.

The most we will pay is the sum insured for that craft shown on your schedule.

Total loss If your craft is stolen and not recovered within 30 days of its theft, or is irretrievably lost or

totally destroyed, we will pay the sum insured for that craft shown on your schedule.

We will consider your craft to be totally destroyed when in our opinion it is beyond

economical repair.

We will reduce our payment by any amount paid for a previous loss to the craft if the damage

was not repaired.

Excess The excess shown on your schedule will apply to each and every covered loss unless stated

otherwise in your policy.

Large loss excess waiver

The excess shown on your schedule will not apply in the event of a covered loss that is greater than £10,000. This Large loss excess waiver does not apply to any compulsory excess shown on

your schedule.

#### What is covered

We will pay for loss or damage to your craft that occurs anywhere within the European Union member states, Norway and Switzerland whilst it is:

- ashore;
- in transit by road;
- afloat on inland waters and coastal waters up to 12 nautical miles offshore of the **United Kingdom** and Europe; unless stated otherwise in **your policy** or unless an exclusion applies.







## Watercraft cover

#### Additional covers

We will also pay for the following additional covers unless stated otherwise in your policy or unless an exclusion applies:

Preventative measures

Following a covered loss, we will pay up to £3,000 which you incur with our permission to take emergency measures to avoid or mitigate further loss or damage.

Removal of wreck

Following a covered loss, **we** will pay up to £3,000 for the reasonable costs for attempted or actual raising, removal or destruction of the wreck.

Third party liability

We will pay up to £3,000,000 for damages you are legally liable to pay for bodily injury or property damage arising from the ownership, possession or use of your craft, that occurs anywhere within the European Union member states, Norway and Switzerland.

We will not pay more than £3,000,000, regardless of how many claims, **craft** or people are involved in the **incident**.

**Defence costs** 

We will pay legal defence costs and legal expenses which you incur with our permission.

In jurisdictions where **we** may be prevented from defending **you** for a covered loss, because of local laws or other reasons, **we** will only pay those legal defence expenses which **you** incur with **our** permission for **your** defence.

Our duty to defend any claim or suit arising out of a single incident ends when we have paid £3,000,000 in damages for that incident.

Payments made under this cover, are in addition to the £3,000,000.







### Watercraft exclusions

The following exclusions apply to the Watercraft cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

#### What is not covered

<b>Bodily</b>	injury
to you	

We will not pay for any damages for bodily injury to you.

Contracted persons

We will not pay for any damages for persons contracted by you in any capacity in connection with your craft.

Contractual liability

We will not pay for any damages arising from a contract or agreement, whether written or not, which imposes a liability which would not have existed without the contract or agreement.

Electrolysis, osmosis and wicking

We will not pay for any loss or damage caused by or resulting from electrolysis, osmosis, wicking or similar conditions.

Fire or explosion

We will not pay for any loss or damage caused by or resulting from fire or explosion where your craft is fitted with inboard machinery, unless your craft is equipped with automatic or remotecontrolled fire extinguishing apparatus in the engine compartment.

Geographical restriction

We will not pay for any loss, damage or damages arising from an incident which occurs whilst your craft:

- is crossing the English Channel, Irish or North seas;
- is more than 12 nautical miles offshore.

Hire and reward

We will not pay for any loss, damage or damages arising from an incident which occurs whilst your craft is being used for hire, charter, reward or any commercial activity.

Loss of value

We will not pay for a reduction in your craft's market value following repair.

**Outboard** motors

We will not pay for any loss or damage to outboard motors caused by or resulting from theft or attempted theft unless securely locked to your craft by an anti-theft device, in addition to its normal method of attachment.

**Professional** custody

We will not pay for any damages arising from an incident which occurs whilst your craft is in the care, custody or control of any business, trade, profession or organisation.

**Property in** your care

We will not pay for any damages for property which you own, is held in trust by you, or is in your custody or control.

Racing

We will not pay for any loss or damage caused by or resulting from, or any damages arising from your craft participating in racing, speed testing, competitions or trials.

Registration

We will not pay for any craft which is registered outside the United Kingdom.

**Transit by road** 

We will not pay for any damages arising from an incident which occurs during the transit of your **craft** by road.

**Underwater** activities

We will not pay for any damages arising from any person engaging in an underwater sport

Water sports

We will not pay for any damages arising from any activity, other than water skiing or wakeboarding, involving persons being pulled by your craft or its tender.







#### **Zurich Private Clients**

www.zurichprivateclients.co.uk

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