



longitude

policy

CONTACT DETAILS

To report a claim or to use one of the additional helpline services, please refer to the contact details provided below. When reporting a claim, please also refer to the section of this policy called 'How to make a claim'.

When reporting a claim or using one of the additional helpline services, please quote 'Horizon (UW) Ltd' and your policy number so that your call can be dealt with as promptly and efficiently as possible.

CLAIMS – HOME INSURANCE

We are here to assist, no matter what time of day or night, using just the one contact number below.

T: 0345 894 2911

E: claims@horizonuw.co.uk

CLAIMS – HOME EMERGENCY SERVICE

This service gives up to £750 (including VAT) for call-out charges, labour costs, parts and materials to provide assistance in the event of an emergency. For full details of the emergencies covered, please refer to the section of this policy called 'Home emergency service'.

T: 0344 571 5185

CLAIMS – LEGAL PROTECTION

Available during office hours, please telephone ARAG plc to request a claim form or download one at www.arag.co.uk/newclaims.

T: 0117 917 1698

IDENTITY THEFT PROTECTION

Provides advice and guidance in respect of any concerns about being or becoming a victim of identity theft. This service is available between 8.00am and 8.00pm, 7 days a week.

T: 0344 571 5184

CONFIDENTIAL COUNSELLING

Our confidential telephone counselling service includes, where appropriate, onward referral to a relevant voluntary or professional service. Your calls can be taken 24 hours a day, 365 days of the year, and will not be recorded.

T: 0333 000 2082

ADVICE AND ASSISTANCE HELPLINES

ARAG plc provides the advice and assistance helplines listed below.

T: 0344 571 5184

Personal legal advice

This service is available 24 hours a day, 365 days of the year to provide confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax advice

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

For your protection and to help monitor service standards, calls will be recorded (unless stated otherwise).

Neither Horizon (UW) Ltd nor ARAG plc can accept responsibility if the helpline services are unavailable for reasons they cannot control.

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Caring for your future today

Welcome

I am delighted that you have chosen to trust Horizon (UW) Ltd to provide insurance for your home and personal possessions.

I take our responsibility extremely seriously and we have an experienced team of experts to ensure we are able to accommodate your lifestyle and associated insurance requirements.

Whilst I hope that you do not suffer a loss, I want you to know that we will do our utmost to ensure that any loss you suffer minimises any inconvenience to you. Our claims team is here to assist to enable your loss to be dealt with as quickly and efficiently as possible when you need us most.

Please do read the contents of this policy and I hope you appreciate the scope of our cover.

I am always looking to improve our offering to you so should you find any aspect of our service less than satisfactory, please do not hesitate to contact us.

Horizon (UW) Ltd - caring for your future...today.

A handwritten signature in black ink that reads "Wendy Travers". The signature is written in a cursive, flowing style with large loops and a prominent 'W'.

Wendy Travers
Underwriting Director
Horizon (UW) Ltd

Important information you need to know

Accepting your insurance

When you first take out your insurance policy with us, we will ask for certain information (including those on any supplementary questionnaires that we may ask you to complete) that is relevant to our acceptance of your insurance requirements. The information provided by you and/or your insurance intermediary will be used to determine not only acceptance of your insurance requirements but also the premium payable and any additional conditions, exclusions and/or terms that we believe are necessary. It is therefore imperative that when providing this information to us that you take care not to misrepresent any information and to give us all the information you are asked for.

If you are in any doubt regarding the information being requested of you please contact your insurance intermediary.

The information that we ask of you will be shown in your policy schedule. If this information is inaccurate or incomplete we may have quoted an incorrect premium, conditions, exclusions and/or terms or we may have agreed to accept a risk that we would not accept had the information been accurate or complete. This may entitle us to refuse payment of a claim or reduce the amount payable. In some circumstances, your policy may be invalid and you may not be entitled to a refund of premium.

Please read the information that we have shown on your policy schedule very carefully and, should any of this information be inaccurate, please contact your insurance intermediary immediately.

Following notification of a change to the information provided, we reserve the right to alter the conditions, exclusions and/or terms of this insurance, to charge an additional premium or, as a last resort, to cancel the policy.

Your policy

Your policy consists of

- this policy wording, which shows the cover provided and the conditions, exclusions and terms that apply
- the policy schedule, which confirms the sections of cover insured, including any changes made to the conditions, exclusions and/or terms of this policy wording, shows details of you and your property(ies), your policy premium, the period of insurance, the excess(es) that apply and details the information provided to us by you or your insurance intermediary
- any written changes to the policy wording notified by us to you.

The cover provided under this policy wording is split into a number of sections but not all sections may apply to you. The section(s) of cover you have chosen are shown on your policy schedule with the conditions, exclusions and terms applying as set out in this policy wording and any later changes that we may make (which will always be notified to you by us in writing).

The policy sections available are:

- Buildings
- Contents
- Valuables
- Lifestyle
- Liability – property owner
- Liability – personal and public.

Your policy only covers you for events that occur during the period of insurance as shown on your policy schedule, assuming you have observed and fulfilled the conditions and terms of this policy.

You should keep these documents in a safe place, together with receipts, other evidence of ownership (including valuations) and the rebuilding cost of your property(ies).

We strongly recommend that you keep a copy of all information supplied to us for future reference.

Legal Protection and Home Emergency covers are underwritten by Brit Syndicate 2987 at Lloyd's and administered by ARAG plc.

Important information you need to know

Company registration and regulation

Horizon (UW) Limited is registered in England and Wales under company number 09259292 at The Mill House, Boundary Road, Loudwater, High Wycombe, HP10 9QN. It is authorised and regulated by the Financial Conduct Authority.

Insurers

All insurers for your policy are shown in your policy schedule. Their details, with further information, are also available from our website at www.horizonus.co.uk

Please visit the FCA website at www.fca.org.uk/register.

Several liability notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Meaning of certain words and phrases

Throughout this policy wording some words and phrases have the same meaning wherever they appear. When you read them, we want to ensure their meaning is clear and, to avoid misunderstanding, these words and phrases are defined in the section of this policy called 'The meaning of certain words and phrases' (unless more specifically defined elsewhere in this policy wording) and are highlighted by **bold** type throughout the policy.

Policy premium

We will insure you for the cover provided under this policy wording, as shown on your policy schedule, for which we have accepted payment of your policy premium.

To determine your policy premium, we consider a number of different factors such as:

- the sections of cover required
- construction and age (including its listed status) of the property(ies)
- where your property(ies) are geographically located
- who occupies the property(ies)
- the use of the property(ies)
- your previous history
- sum(s) insured

Your policy premium also includes any insurance premium taxes that are levied by HM Government. Your policy premium is shown with, and without, insurance premium tax on your policy schedule.

We will tell you the total amount payable and when it needs to be paid via your insurance intermediary. The amount payable will be clearly set out in your policy schedule.

Payment of your policy premium

You may pay for your policy premium either annually or by monthly instalments. Annual premiums may be paid by our direct debit option or by cheque, credit or debit card to your insurance intermediary (where facilities exist at your insurance intermediary for payment of this type). Monthly instalments can only be paid by direct debit.

If there is a change to your policy premium mid-term following an amendment and you have elected to pay the annual premium by our direct debit option, any additional premium or refund will be applied to the remaining balance. If you paid the annual premium to your insurance intermediary, any additional premium will be payable immediately following notification by your insurance intermediary. Any refund of premium will be issued to your insurance intermediary on account.

Important information you need to know

How long your policy will run

Your policy will normally run for 12 months although the duration of the policy may be altered upon request – your policy schedule will show the period on which the policy premium has been calculated.

Your policy expires at midnight on the last day of the period of insurance.

The policy is renewable on an annual basis or if the duration of your policy is amended to a period different from the standard 12 month period, the last day of the amended period of insurance.

Renewing your policy

Each renewal of your policy represents a new period of insurance. We will tell you, via your insurance intermediary, the policy premium, terms and conditions applying to the new period of insurance a minimum of 21 days prior to the renewal date of the policy.

If you report a claim after we have calculated your renewal premium, terms and conditions, which occurred during the current period of insurance, we may review the renewal premium and terms previously offered to you.

The new period of insurance will be shown on your renewal policy schedule.

If we have made changes to the policy wording during the preceding period of insurance, we will inform you of these changes in writing at the same time as we invite renewal for the new period of insurance.

Should you wish to make changes to your policy please tell us, via your insurance intermediary, prior to the renewal date. Following notification of a change, we reserve the right to alter the conditions, exclusions and/or terms of this insurance, to charge an additional premium or, as a last resort, to cancel the policy.

Automatic renewal of your policy

Policies that have been paid in the preceding year with our direct debit option will be automatically renewed unless you tell us otherwise. If your payment arrangements have previously been made to your insurance intermediary, you should ensure that payment for the new period of insurance is made to your insurance intermediary prior to the renewal date to ensure that cover continues without a break.

Cooling off period

If, following your purchase of this policy or its subsequent renewal, you find that this policy does not meet your requirements you may return it to us within fifteen days of the commencement date. We will give you a full refund of all premiums paid unless you have made, or intimated, a claim in the current period of insurance where we will keep the full premium paid for the period of insurance.

If you wish to cancel your policy at any other time, please refer to the Policy Conditions.

Requesting a policy document

A further copy of this policy wording will be sent to you upon request or can be downloaded from our website at www.horizonuw.co.uk.

Law and language applying to your policy

The law of England and Wales will apply to this policy unless:

- at the commencement date of the policy, you are a resident of Scotland, Northern Ireland, the Isle of Man or the Channel Islands, in which case the law applicable in that territory will apply
- some other law is reached by written agreement between you and us.

If there is a dispute, this will be dealt with in the courts of England and Wales or one of the territories listed above if you are a resident at the commencement date of the policy.

The language used in this policy wording and any communications relating to it will be English.

Telephone recording

Telephone calls will be recorded as a precaution should future reference be required and also for training and/or monitoring purposes. However, should your insurance intermediary call us to provide us with your bank details, the recording will be paused to ensure your bank details are not recorded.

Important information you need to know

How we use your information

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

- **Insurance Administration**

Information you supply may be used for the purposes of insurance administration (including claims processing and payment) by us, our service providers and agents, by reinsurers, and your insurance intermediary. The information may be

- disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory rules/codes
- used for offering renewal, research and statistical purposes and crime prevention
- transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including sensitive personal data, for example information about criminal convictions, or health or medical conditions) and that you have told them who we are and what we will use their data for as set out in this notice.

In assessing any claims made, we or our agents may do checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for us (such as loss adjusters or investigators, professional advisers or mediation companies).

With limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you. If you would like to find out more about this, contact

The Compliance Officer
Horizon (UW) Ltd
Clarendon House
Clarence Street
Cheltenham
GL50 3PL

customerservices@horizonuw.co.uk

- **Credit Searches and Accounting**

In considering your application, to assess insurance risk, to prevent fraud, to check your identity and to maintain policy records, we may search files made available to us by credit reference agencies who may keep a record of that search. We may also pass to credit reference agencies information we hold about you and your payment record. The information may be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

Credit reference agencies share information with other organisations enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud.

- **Sensitive Data**

In order to assess the terms of the insurance contract or administer claims which arise, we may need to collect data which the Data Protection Act defines as sensitive (such as criminal convictions or information about health or medical conditions). By proceeding with this application you will signify your consent to this information being processed by us or our agents.

- **Fraud Prevention and Detection**

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

- share information about you with other organisations and public bodies including the police
- do credit searches and additional fraud searches
- check and/or file your details (including details of any injuries) with fraud prevention agencies or on registers of claims that are shared with insurers. If you give us false or inaccurate information and fraud is suspected, it will be recorded.

We and other organisations may also search these agencies and databases to

- help make decisions about the provision and administration of insurance, credit and related services for you and members of your household
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies
- check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity
- undertake credit searches and additional fraud searches.

Important information you need to know

How we use your information (continued)

- **Employers' Liability Tracing office database**

We are required by regulation to maintain a database of all the companies and subsidiary companies for which it provides insurance under the Employers' Liability (Compulsory Insurance) Regulations 1998 and to submit such details to the Employers' Liability Tracing Office database.

Where this policy provides insurance under Employers' Liability, it is a condition of this insurance that you undertake to supply full details (as required by the Employers' Liability Tracing Office) of the company and all subsidiary companies to us at the start of this policy and promptly thereafter following acquisition or disposal of any subsidiary company.

What to do if you are not satisfied with our service

We are proud of our commitment to provide you with a quality service, built on a foundation of expert knowledge and experience, and we will assist you at all times to ensure that your needs are handled smoothly and efficiently.

Home insurance

If you feel that our service at any time falls below the standard you would expect and you have cause for complaint please contact Horizon at the address below.

Complaints Officer
Horizon (UW) Limited
Clarendon House
Clarence Street
Cheltenham, GL50 3PL

T: 01242 505670
E: admin@horizonuw.co.uk

Your complaint will be acknowledged in writing within two working days and Horizon will provide a response letter within two weeks.

Should you remain dissatisfied please contact Lloyd's at the address below.

Complaints
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent, ME4 4RN

T: 0207 327 5693
E: complaints@lloyds.com

Lloyd's will review your case and issue a final response letter to you within eight weeks from the date of first contact with Horizon.

Legal protection

If you have cause for complaint under the Legal Protection section of this policy, please write direct to ARAG plc at the address below.

ARAG plc
9 Whiteladies Road
Clifton
Bristol, BS8 1NN

T: 0117 917 1561
E: customerrelations@arag.co.uk

Important information you need to know

Legal protection (continued)

Should you remain dissatisfied you may be entitled to pursue your complaint further with Lloyd's at the address below.

Complaints

Lloyd's

Fidentia House
Walter Burke Way
Chatham Maritime
Kent, ME4 4RN

T: 0207 327 5693

E: complaints@lloyds.com

Home emergency service

If you have cause for complaint under the Home Emergency Service section of this policy, please contact us using the number you rang to report your claim. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to ARAG plc's Customer Relations Department, where they will arrange to have it reviewed at the appropriate level. Alternatively, you can contact AGAG plc's Customer Relations Department directly. Their address can be found above.

Should you remain dissatisfied you may be entitled to pursue your complaint further with Lloyd's at the address above.

Financial Ombudsman Service

If Horizon, ARAG or Lloyd's are unable to resolve your complaint to your satisfaction within 8 weeks, or if you remain dissatisfied following receipt of our final response letter, you can ask the Financial Ombudsman Service (FOS) to formerly review your case. If you wish the FOS to review your case, you must contact the service within six months from the receipt of the final response letter at the following address:

Financial Ombudsman Service

Exchange Tower
1 Harbour Exchange Square
London, E14 9SR

T: **0800 023 4567** – free for people calling from a 'fixed line' (for example, a landline at home)

0300 123 9123 – free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

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

The FOS is an independent service in the United Kingdom for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

This is a free and impartial service and will not affect your legal rights.

Financial Services Compensation Scheme

All insurers providing cover under your policy, and Horizon (UW) Ltd are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if the insurer(s) or Horizon (UW) Ltd is unable to meet its obligation(s) under this contract. If you are entitled to compensation under the scheme, how much compensation you would receive would depend on the nature of this contract. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme

10th Floor, Beaufort House
15 St Botolph Street
London, EC3A 7QU

T: 0800 678 1100 – freephone

0207 741 4100

www.fscs.org.uk

How to make a claim

The following information applies to all sections of this policy except the Legal Protection and Home Emergency sections. To make a claim under either one of these sections, please refer to the relevant section of this policy.

What to do when a loss occurs

You should refer to your policy schedule and this document for details of what is covered and what is not covered and for details of how your claim will be settled. If you have any questions please contact your insurance intermediary.

You should follow the obligations set out below to ensure your claim is dealt with quickly and efficiently. If we determine that any claim you have made under this policy has been adversely affected by your failure to follow these obligations, we may refuse or withdraw from the claim or reduce the amount of any payment we make for the claim.

Upon the discovery of an event that may give rise to a claim under this policy, please contact your insurance intermediary or report the event directly to us using the telephone number provided below, which is manned 24 hours, 7 days a week (this number can also be found on the inside front cover of this document and on our website at www.horizonuw.co.uk). If you believe that a crime has been committed, you must report this to the police and request a crime reference number.

T: 0345 894 2911

E: claims@horizonuw.co.uk

Establishing your loss

We will assist you wherever possible in ascertaining the full extent and value of your claim but you should

- be able to establish that the loss or damage has happened and give us all the co-operation we need to investigate your claim
- provide us with reasonable evidence of value for damaged, lost or stolen items when we request this from you.

Temporary emergency repairs

If temporary repairs are required to prevent further damage, you should arrange for these to be made as soon as possible. Please keep any bills as these may form part of your claim.

Repairing damaged property

Prior to any permanent repairs starting

- we may wish to inspect the damaged property but we will tell you if we want to do this
- any estimates that you obtain for permanent repairs or other work must be approved by us.

We may arrange for a loss adjuster to discuss your claim with you or your insurance intermediary.

If you are being held responsible

If someone is holding you responsible for injury or damage, please tell us immediately providing full details. You must send us any correspondence, legal documents or other documents immediately and unanswered.

Do not admit liability or make an offer or promise of payment without our permission.

We may take over and conduct in your name the defence or settlement of any claim. We will pay any costs involved.

Recovery

We may prosecute in your name to recover, at our expense and for our benefit, any payment we have made under this policy. You should provide us with any assistance we may reasonably require to achieve this.

Discharge of liability

In respect of any claims against you to which a limit of liability applies, we may, at any time, pay the amount of such limit of liability after deduction of any sums already paid or incurred, or any lesser amount for which at the absolute discretion of the insurers such claims can be settled. The insurers will then relinquish control of the said claims and be under no further liability in respect thereof, except for legal costs for which the insurers may be responsible prior to the date of such payment unless the limit of liability is inclusive of legal costs.

The meaning of certain words and phrases

Throughout this **policy** some words and phrases have the same meaning wherever they appear. To ensure their meaning is clear and to avoid misunderstanding, these words and phrases are defined below (unless more specifically defined elsewhere in this **policy**) and are highlighted by **bold** type throughout the **policy**.

Additional rebuilding expenses

The expenses for

- architects', legal, surveyors' and other associated fees necessary to rebuild or repair **your buildings**
- clearing the site, demolishing and propping up or supporting parts of **your buildings** that have been **damaged**
- rebuilding or repairing the **damaged** parts of **your buildings** to comply with building regulations, in addition to any local authority or other government requirements.

Additional security expenses

The cost of employing professional security guards or obtaining advice from professional security consultants.

Aggravated assault

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

Aggravated burglary

An illegal act of violence or threat of violence to **you** or **your guest** by a person who has gained illegal entry into **your home**, a **temporary residence**, vessel or motor home, while **you** or **your guest** are present.

Bodily injury

Actual physical bodily harm, including resulting sickness or disease, or death arising from physical bodily harm.

Buildings

Your home, its **outbuildings** or, where applicable, **tenant's improvements** owned by **you** or for which **you** are legally responsible including

- underground service pipes, cables, sewers, drains and domestic fuel tanks that service the **home**
- radio and television aerials, satellite dishes, their fittings and masts, solar panels and wind turbines fixed to the exterior of the **home**
- swimming pools, ornamental fountains and ponds
- hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, fences and hedges
- external lighting and security systems
- interior decorations, fixtures and fittings, fitted appliances, integrated audio systems and climate control systems.

Business

Any full or part-time professional activity or non-manual business conducted from **your home**.

Business contents

Any computer equipment, printers, tablets, telecommunication equipment, office furniture, office supplies, software, stationery, books, records and documents plus stock up to £5,000 used to conduct **business** at **your home** owned by the **business** or for which the **business** is legally responsible.

Charity

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

Contents

The household goods and **personal possessions** owned by **you** or for which **you** are legally responsible normally kept at **your home** including

- carpeting, furnishings, refrigerated, frozen and other food and drink, metered water, gas and domestic heating oil
- **business contents** up to £20,000 in total
- **fine art and antiques** up to £5,000 in total
- **jewellery** up to £5,000 in total
- guns up to £5,000 in total
- **money and credit cards**
- **outdoor items** up to £25,000 in total
- remote controlled power driven toys and models
- motorised sit-in toy or miniature vehicles (including motorcycles providing they have an engine capacity of 50cc or less)
- domestic garden maintenance equipment, motorised lawnmowers and power equipment

The meaning of certain words and phrases

Contents (cont'd.)

- quad bikes up to £5,000 per machine
- trailers and non-motorised horseboxes up to £5,000 per trailer
- golf trolleys, golf buggies, motorised and non-motorised wheelchairs, mobility scooters and carriages
- dinghies, rowing boats, sailboards and surfboards up to £5,000 per craft
- the personal property of permanent members of **your** household in full-time education whilst away from the **home** up to £15,000 in total per person
- the personal property of **your** parents and grandparents who are resident in a nursing or residential care home (but not their **money** or **credit cards**, or their **contents** insured elsewhere) up to £15,000 in total per person

but excluding

- i any part of the **buildings, tenant's improvements**, fitted furniture, fitted appliances, fixtures and fittings
- ii motor vehicles and watercraft, their keys and accessories (except as allowed for above)
- iii aircraft including pedestrian controlled power driven toy and model aircraft
- iv caravans, their keys and accessories
- v animals, birds and fish.

Credit card(s)

Bank card, charge card, credit card or debit card.

Damage

Physical damage or physical loss to tangible property.

Domestic duties

Those duties relating to **you, your home** and gardens, including general maintenance but excluding alterations, demolition, extensions or renovations.

Domestic employee(s)

A person

- **you** hire under a contract of service
- who is self-employed and working on a labour-only basis under **your** control or supervision in connection with **domestic duties** including butlers, carers, cleaners, gardeners, groomers, housekeepers, house cleaners and nannies.

Endorsement

A change in details or a variation in the terms, conditions and/or exclusions of this **policy** as stated in **your schedule**.

Environmental building materials

Products that meet the industry recognised standard for that category attributed to one or more of the following:

- use of less energy, water and/or natural resources, for example insulation and framing, carpet and flooring, lighting systems
- the creation of less waste, for example interior plumbing applications
- providing a healthier environment for the people living inside, for example heating and cooling equipment, paints, architectural coatings, primers, undercoatings, adhesives and sealants.

Excess(es)

The first amount(s) of any claim, as shown in **your schedule**, that **we** will deduct from any claims settlement **we** make. All claims arising out of one **incident** of loss or **damage** will be treated as one claim.

Fine art and antiques

Individual items, collections and sets of particular value due to their age, style, artistic merit or collectability owned by **you** or for which **you** are legally responsible including

- antique and designer-made furniture, paintings, drawings, etchings, prints, photographs, tapestries, carpets, rugs, books and manuscripts
- sculptures (inside or outside **your home**), ornaments, porcelain and glass
- clocks, barometers, mechanical art and objets d'art
- **precious metals**
- stamp and coin collections, wines, memorabilia and other collectibles.

The meaning of certain words and phrases

Fixtures and fittings

All items that are fixed to and form part of the structure of **your home** including

- decorations including wallpaper, murals and stencilling
- bathroom suites
- fitted kitchens
- fitted furniture
- flooring.

Guest

Any **domestic employee** or any other person invited by **you** into **your home**.

Heave

Upward and/or lateral movement of the site on which **your buildings** stand caused by the swelling of the ground.

Home

The house or self-contained flat (including **outbuildings**) built of **standard construction** and any **tenant's improvements** at the address(es) shown in **your schedule**.

Home security improvements

The cost to upgrade the intruder alarm and security systems at **your home**.

Incident

Any loss or accident to which this **policy** applies including continuous or repeated exposure to the same general harmful conditions, which first occurs during the **period of insurance**.

Insured relative

The following relatives of the person named in **your schedule** and a spouse or domestic partner who lives with that person at the address shown in **your schedule**:

- children, their children or other descendants of theirs
- parents, grandparents or other ancestors of theirs, including adoptive parents, stepparents and step grandparents
- siblings, their children or other descendants of theirs

who do not live with **you**, including spouses or domestic partners of all of the above.

Jewellery

Items owned by **you** or for which **you** are legally responsible including

- 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.

Landslip

Downward movement of sloping ground.

Loss of life

Death, including clinical death, as determined by a **medical professional** or similar local medical authority.

Medical professional

A person who is licenced as a medical doctor and/or physician under the laws of the country in which treatment is given to a **victim**, who is qualified to diagnose and practice such medical treatment and is regulated by their professional body and/or the individual country.

Money

Your personal money including

- current cash, cheques, travellers cheques, postal orders, money orders and bank drafts
- travel and other tickets and vouchers with a fixed monetary value, phone cards and current postage stamps
- savings stamps and certificates, premium bonds and share certificates.

Outbuildings

Any permanent structure within the grounds of **your home** including

- garages, stables, barns, studios, pool houses and summer houses
- garden sheds, greenhouses and other similar structures.

The meaning of certain words and phrases

Outdoor items

Items designed to be left or used outdoors including garden furniture, children's play equipment and (other than items of **fine art and antiques**) statues and ornaments.

Part-time business at the home

A **business** activity (other than renting out to others) conducted at **your home** and undertaken solely by **you**, providing that the total gross annual revenue for these activities does not exceed £10,000.

Part-time business away from the home

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

Period of insurance

The length of time for which this **policy** is in force as shown in **your schedule**.

Personal possessions

Clothing, baggage and items (designed to be worn, used or carried) owned by **you** or for which **you** are legally responsible including

- furs
- spectacles, contact lenses and hearing aids
- photographic equipment, mobile communication equipment and mobile computer equipment
- pedal cycles, saddles, tack, sports equipment, specialist clothing and other similar items.

Policy

Your entire Horizon (UW) Ltd **policy**, including this policy wording and **your schedule**.

Precious metals

Silverware, tableware, trays, trophies and similar household articles (but excluding **jewellery**) that are made of gold, gold plate, silver, silver plate, pewter or platinum owned by **you** or for which **you** are legally responsible.

Psychiatric expenses

The cost for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**.

Rebuilding cost

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

Removal expenses

The costs associated with moving house if **you** decide to permanently relocate within 6 months of the **incident** but excluding stamp duty (where applicable).

Schedule

That part of this **policy** that shows current details of the **policyholder**, the **period of insurance**, the property insured, the covers in force, the **sums insured** and any **excess(es)** and **endorsements** that apply in addition to the information **you** have provided to **us**.

Stalking – cyber

Protection against the threat of stalking or harassment by electronic means during the **period of insurance** caused by a third party who is subject to an injunction or order of a court of competent jurisdiction issued to protect **you**.

Stalking – physical

Protection against the threat of stalking, **bodily injury**, harassment or **damage** to **your home** during the **period of insurance** caused by a third party who is subject to an injunction or order of a court of competent jurisdiction issued to protect **you**.

Standard construction

Buildings constructed of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.

Subsidence

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Sum insured

Each **sum insured** or agreed value stated in the **schedule**.

Temporary relocation expenses

The costs associated with temporarily relocating within 2 months of the **incident**.

The meaning of certain words and phrases

Temporary residence

A private:

- house or flat not owned by **you**
- sleeping quarter(s) in a hotel, motel, inn, villa, spa or resort
- sleeping quarter(s) on a commercial ocean liner or other similar commercial vessel that **you** are occupying or visiting by invitation.

Tenant's improvements

Improvements, alterations, decorations which have been undertaken, as tenants, by **you** or previous occupiers but not if covered by the property owner's or any other insurance.

Total loss

A **total loss** is when, at **our** discretion, **your home** is deemed to be beyond economical repair or reconstruction.

Unfurnished

At the time of the loss or **damage** the **home**, or an additional property owned by **you** but not insured under this **policy**, has not been furnished for more than 15 consecutive days. By furnished, **we** mean equipped with kitchen appliances, **fixtures and fittings**, curtains, carpets, beds and furniture essential for normal living purposes.

United Kingdom

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

Unoccupied

At the time of the loss or **damage** the **home**, or an additional property owned by **you** but not insured under this **policy**, although furnished for normal living purposes, has not been lived in for more than 60 consecutive days. By lived in, **we** mean slept in for at least 5 consecutive nights every month or 2 consecutive nights every week.

Valuables

Items owned by **you** or for which **you** are legally responsible comprising

- **fine art and antiques**
- **jewellery**
- guns.

Vermin

Various species that are regarded as nuisances or pests including arachnids, insects (including moths), mice, rats, worms or other disease-carrying creatures.

We/us/our

Insurers as named in **your schedule** or Horizon (UW) Ltd as arrangers and administrators of **your policy**, as the context may require.

You/your/policyholder

The person(s) named in the **schedule** as the **policyholder**, all permanent members of **your** household (including resident **domestic employees** and those in full-time education) and, where applicable, **your** legal personal representatives.

Policy conditions

The following conditions apply to all sections of cover in this **policy** wording. In each section of cover within this **policy** wording, additional conditions may apply and will be stated in the relevant section of cover.

1 Acts of Parliament

All Acts of Parliament referred to in this **policy** wording are understood to include reference to the equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

2 Adequacy of sums insured

In order to ensure payment of any claim, **your sums insured** must be maintained at full value at all times as follows:

- **Buildings**
The full **rebuilding cost** as new if the **buildings** were totally destroyed.
- **Contents and tenant's improvements**
The current cost as new.
- **Valuables**
The current market value for **fine art and antiques** and antique and investment **jewellery** or the current cost as new for all other **valuables**.

3 Assignment

Nobody covered by this **policy** may assign or transfer any interest in this **policy** to anyone else without **our** prior written agreement.

4 Change in circumstances and/or information

When **you** first take out **your** insurance **policy** with **us**, **we** will ask for certain information (including those on any supplementary questionnaires that **we** may ask **you** to complete) that is relevant to **our** acceptance of **your** insurance requirements. The information provided by **you** and/or **your** insurance intermediary will be used to determine not only acceptance of **your** insurance requirements but also the premium payable and any additional conditions, exclusions and/or terms that **we** believe are necessary. It is therefore imperative that when providing this information to **us** that **you** take care not to misrepresent any information and to give **us** all the information **you** are asked for. This information will be shown on **your schedule**.

You must tell **us** as soon as possible of any change to **your** circumstances and/or the information **you** and/or **your** insurance intermediary have previously provided during the **period of insurance** to allow **us** to reassess **your** insurance risk. Changes that may occur and should be notified, which apply to all members of **your** household, include

- i a change of name
- ii a change to **your** occupation or the trade in which **you** work
- iii anyone covered by this **policy** being convicted of a criminal offence (other than motoring offences) or being charged with, but not yet tried for, any non-motoring criminal offences
- iv anyone covered by this **policy** being declared bankrupt (whether in a personal or business capacity), receiving a County Court Judgement (CCJ) or entering into an Individual Voluntary Arrangement (IVA)
- v any loss or **damage** not reported or claimed for under this **policy**.

Changes to **your home** (including any **outbuildings**) that may occur and should be notified include

- a a change of address
- b the home no longer being in a good state of repair
- c any sign(s) of **subsidence, heave** or **landslip**, diagonal cracking either internal or external
- d a flooding event at **your home** or ingress of water following a storm
- e a change in the occupancy of **your home**, including where **your home** is no longer **your** main residence or **your home** becomes **unoccupied** or **unfurnished**
- f a change to the number of occupants
- g a change to the use of **your home**, including any business use
- h a change to the fire and/or security arrangements or protections, including where **you** no longer have a maintenance contract in place for a fire and/or intruder alarm system or the system is no longer operational
- i any planned building works or the application of heat processes, including alteration, construction, demolition, maintenance, redecoration, renovation, repair, restoration or other similar work being undertaken at **your home**
 - where the estimated value of the building works exceeds £50,000
 - or
 - **you** have entered into a contract that, in any way, limits or removes **your** legal rights against a building firm or contractor.

Policy conditions

Change in circumstances and/or information (cont'd).

You should also notify **us** of changes to the **sums insured** following

- **Buildings:** additions, alterations or improvements
- **Contents:** additions, alterations, improvements and new acquisitions^o
- **Valuables:** additions, alterations, improvements and new acquisitions^o

^o Although cover is automatically provided under the Contents and Valuables sections of cover for new acquisitions as shown **you** must notify **us** about such changes within the timescales stated.

If **you** are in any doubt regarding the information being requested of **you**, please contact **your** insurance intermediary.

Following notification of a change to **your** circumstances or the information previously provided, **we** will reassess **our** acceptance of **your** insurance, including the cover, premium and the conditions, exclusions and/or terms. **We** may change the conditions, exclusions and/or terms, charge an additional premium or, if **we** are unable to continue with **your** insurance, the **policy** will be cancelled. **We** will notify **you**, via **your** insurance intermediary, if the changes notified affect **your policy**.

If **you** do not notify **us** of a change in **your** circumstances or changes to the information previously provided or if the information is inaccurate or incomplete **we** may have quoted an incorrect premium, conditions, exclusions and/or terms or **we** may continue to accept a risk that **we** would not accept had the information been accurate or complete. This may enable **us** to refuse payment of a claim or reduce the amount payable. In some circumstances, **your policy** may be invalid and **you** may not be entitled to a refund of premium.

5 Claim – our rights

We have the right to

- take over and conduct in **your** name the defence or settlement of any claim
- prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this **policy**
- inspect the **damaged** property should **we** wish to do so.

6 Claim – your duty

You must

- as promptly as possible provide details of the claim or potential claim, initially by telephone and then in writing
- co-operate fully with **us** and **our** agents
- promptly provide any information and assistance **we** may require
- if **your** property is lost, stolen, vandalised or maliciously **damaged**
 - promptly tell the police and, if required, any other relevant authorities
 - obtain an incident report number, a property irregularity report or other appropriate report
- immediately send **us**, unanswered, every statement of claim, legal process or other communication **you** receive in respect of any liability claims
- not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

7 Concealment of fraud

If **you** or anyone acting on **your** behalf have intentionally concealed or misrepresented or deliberately falsely overstated any claim, or part thereof, or if **you** have not told **us** about or have misrepresented any information that **we** have requested from **you** in deciding to accept this insurance, this insurance will be treated as if it had never existed and **we** will not pay **your** claim.

8 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** introduce the changes in cover.

9 Duplicate covers

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

10 Duty of care

You must take all reasonable steps to

- prevent accidents, injury, illness, loss or **damage**
- safeguard **your** property ensuring that every item is afforded a level of care and protection commensurate with its value
- maintain **your** property in good condition and repair.

If **you** do not **we** will not be liable to pay any related claim.

Policy conditions

11 Fast track arbitration

Notwithstanding anything contained herein to the contrary, any dispute or claim arising under or in connection with this **policy** (including any question of its existence, validity or termination) shall, where the value of such dispute or claim is lower than the sum of £2,000,000 (or the equivalent value in the relevant currency at the time of inception at the relevant FT spot rate), be referred to arbitration under the ARIAS Fast Track Arbitration Rules (AFTAR).

The sole arbitrator shall be a practising Queen's Counsel with not less than 10 years' experience of insurance and reinsurance disputes.

The seat of the arbitration shall be London and the proper law shall be the laws of England and Wales. For the avoidance of doubt, any award made by the arbitrator may be appealed only in accordance with the Arbitration Act 1996.

This clause shall apply unless agreed otherwise.

12 Financial sanctions

We will not cover or be liable for any payment under this **policy** where doing so would violate any applicable trade or economic sanctions, law or regulation.

If any such trade or economic sanctions, law or regulations are applied during the **period of insurance**, **we** may cancel this **policy** immediately in writing by recorded delivery to **your** last known address. **We** will give **you** a refund of premium for the remaining balance of the **policy** (i.e. from the date of cancellation to the date of the current **period of insurance** ending). However, if **you** have made, or intimated, a claim in the current **period of insurance** **we** will keep the full premium paid for the **period of insurance**.

13 Joint insureds

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

14 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 and becoming aware of the increased risk, shall give notice to **us** and pay any additional premium **we** may require.

15 No claims discount

When **you** first take out **your** insurance **policy** with **us**, **you** will be entitled to an initial no claims discount (NCD) in accordance with **our** NCD scale applicable at the start of this **policy** if **your** insurance intermediary is able to confirm in writing that **you** have not made a claim for the number of consecutive **periods of insurance** claimed. Thereafter the NCD will change at each renewal of this **policy** in line with **our** NCD scale applicable at the time provided **you** do not make a claim in the preceding **period of insurance**.

If **you** make a claim under this **policy**, **we** may reduce **your** no claims discount effective from the next renewal of the **policy**.

16 Other insurances

If **you** make a claim under this **policy** and **you** were covered for the same loss, **damage** or liability by any other insurance, **we** will only pay **our** share of the claim.

17 Rights of third parties

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

18 Your cancellation rights

If you wish to cancel this policy:

If **you** find this **policy** does not meet **your** requirements, **you** may cancel this **policy** within the first 15 days of **you** buying this insurance or within 15 days of when **you** receive the **policy** documents, whichever is later. **We** will provide a full refund of the premium paid if **you** have not made a claim on this **policy**. If **you** have made a claim **we** can decide not to refund any premium.

If **you** wish to cancel after this period, **you** may cancel this **policy** by giving **your** insurance intermediary 30 days notice in writing. Any return premium due to **you** will depend on how long this **policy** has been in force. **We** can decide not to refund any premium if **you** have made a claim on this **policy**.

Policy conditions

Your cancellation rights (cont'd.)

If we wish to cancel this policy:

We may cancel this contract of insurance by giving you 30 days notice in writing. Any return premium due to **you** will depend on how long this **policy** has been in force.

We will only cancel this **policy** or any part of it for a valid reason or if there are serious grounds to do so, such as:

- Where **your** insurance intermediary has been unable to collect a premium payment. In this case they will contact **you** in writing requesting payment by a specific date. If they do not receive the payment by this date, they will issue a cancellation letter. **Your policy** will be cancelled if payment is not received by the end of the cancellation notice period.
- Non-cooperation or failure to supply any information or documentation **we** request.
- **Your** use of threatening or abusive behaviour or language.
- **Your** failure to take reasonable care of the property insured.

Any premium due to **you** will be calculated on a proportional daily rate basis depending on how long this **policy** has been in force. No return of premium will be given if a claim has occurred during the **period of insurance**.

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask you.

If **we** establish that **you** deliberately or recklessly provided **us** with incorrect information **we** will treat this **policy** as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this **policy** and setting its terms and premium **we** may

- treat this **policy** as if it had never existed and refuse to pay all claims and return the premium paid – **we** will only do this if **we** provided **you** with insurance cover that **we** would not otherwise have offered
- amend the terms of **your** policy – **we** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness
- charge **you** more for **your policy** or reduce the amount **we** pay on a claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**
- cancel **your policy** in accordance with the cancellation condition.

We or **your** insurance intermediary will write to **you** if **we**

- intend to treat this **policy** as if it never existed
- need to amend the terms of **your policy**
- require **you** to pay more for **your** insurance.

Policy exclusions

The following exclusions apply to all sections of cover in this **policy** wording. In each section of cover within this **policy** wording, additional exclusions may apply and will be stated in the relevant section of cover.

1 Biological and chemical contamination

We will not pay for

- i loss or destruction of or **damage** to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss, or
 - ii any legal liability of whatsoever nature, or
 - iii death or injury to any person
- directly or indirectly caused by or contributed to by, or arising from biological or chemical contamination due to or arising from
- terrorism, and/or
 - steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

For the purpose of this exclusion, **terrorism** means any act(s) of any person(s) or organisation(s) involving

- the causing, occasioning or threatening of harm of whatever nature and by whatever means
- putting the public or any section of the public in fear

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

2 Building works or heat processes

We will not pay for any loss, **damage** or liability caused by or resulting from building works or the application of heat processes, including alteration, construction, demolition, maintenance, redecoration, renovation, repair, restoration or other similar work being undertaken at **your home**

- i where the estimated value of the building works exceeds £50,000
or
- ii **you** have entered into a contract that, in any way, limits or removes **your** legal rights against a building firm or contractor unless **we** have agreed to extend cover where details of the building works have been provided to **us** in advance, **your** compliance with any special terms and/or conditions imposed and **you** have paid any additional premium **we** have charged.

3 Confiscation

We will not pay for any loss, **damage** or liability caused by or resulting from any government or public authority confiscating, **damaging**, destroying or taking **your** property.

4 Criminal or deliberate acts

We will not pay for any loss, **damage** or liability caused by or resulting from a criminal or deliberate act by **you** or anyone acting on **your** behalf.

This exclusion does not apply to theft or attempted theft by **domestic employees**.

5 Deception

We will not pay for any loss or **damage** caused by or resulting from deception, dishonesty and/or fraud, other than by any person using deception to gain entry to **your home**.

6 Defective design, materials or workmanship

We will not pay for any loss or **damage** caused by or resulting from defective design, the use of defective or unsuitable materials, defective workmanship or an inherent defect but resultant **damage** is covered unless another exclusion applies.

7 Electrical or mechanical breakdown, failure or fault

We will not pay for any loss, **damage** or liability caused by or resulting from an electrical or mechanical breakdown, failure or fault but resultant **damage** is covered unless another exclusion applies.

8 Electronic data

We will not pay for

- i loss or **damage** to any property whatsoever, or any loss or expenses whatsoever, or
 - ii any legal liability of whatsoever nature
- directly or indirectly caused by or contributed to by or arising from
- computer viruses, erasure or corruption of electronic data, or
 - the failure of any equipment to correctly recognise the time or date or change of time or date.

For the purposes of this exclusion, **computer virus** means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

Policy exclusions

9 Economic loss

We will not pay for loss of profit, business interruption or any similar economic loss.

10 Gradually occurring loss

We will not pay for any loss, **damage** or liability caused by or resulting from a gradually occurring loss including

- atmospheric or climatic conditions
- corrosion
- damp
- dry or wet rot
- exposure to light
- frost
- fungus
- infestation
- mould
- normal deterioration
- oxidation
- rust
- smoke
- **vermin** other than by squirrels
- warping
- wear and tear.

11 Loss in value

We will not pay for loss in value following repair, replacement or reinstatement.

This exclusion does not apply to **valuables** where provided for in the relevant section of cover.

12 Radioactive contamination and nuclear assemblies

We will not pay for

- i loss, destruction of or **damage** to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
 - ii any legal liability of whatsoever nature
- directly or indirectly caused by or contributed to by or arising from
- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

13 Shock wave

We will not pay for any loss, **damage** or liability caused by or resulting from shock waves created by objects travelling through the air at sonic or supersonic speeds.

14 War

We will not pay for any loss, **damage** or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or **damage** to property by or under the order of any government or public or local authority.

Buildings or tenant's improvements

This cover only applies if shown on **your schedule**.

This section states the cover **we** provide for **buildings**, what is not covered (exclusions) and how **we** will pay any claims. Please also refer to the Policy Conditions and the Policy Exclusions, which apply to this section.

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

You must maintain an appropriate **sum insured** for each location 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 pay your claim(s) and for how much

Payment basis

We will pay the **rebuilding cost** up to the **sum insured** shown on **your schedule** to restore, repair or rebuild **your home** following **damage** to the **buildings** or **tenant's improvements** covered by this **policy**, provided that such work is carried out,

Matching suites

We will not pay for the cost of replacing any undamaged part(s) forming a pair, set or suite following **damage** covered by this **policy** that occurs within a clearly identifiable area or to a specific part and replacements cannot be matched other than fitted kitchen and bathroom suites.

Inflation protection

During the **period of insurance**, the **sum insured** will be adjusted each month to replicate the current level of inflation. At the time of a loss, the **sum insured** will include any increase from the relevant indices although **we** will not make a charge for this inflation protection during the **period of insurance**. At each renewal of **your policy**, the premium will be calculated on the adjusted **sum(s) insured**.

Excess

After arriving at a claims settlement, **we** will deduct the applicable **excess** before paying the claim. For claims

- where the claims settlement exceeds £50,000, or £40,000 if **your policy** has been in force for three or more consecutive years
- under Aggravated Burglary (Lifestyle) where **damage** to the **buildings** or **tenant's improvements** has occurred
- under Additional Covers 1-6, 8-12 and 14

no **excess** will be deducted. However, this waiver does not apply to claims resulting from **subsidence**, **landslip** or **heave** or any **home unoccupied** or **unfurnished** at the time of the loss.

Following a claim

The **sum insured** will not be reduced after the payment of a claim provided **you** carry out any reasonable recommendations **we** make to reduce any further loss, **damage** or injury.

Cover

We will insure you for **damage** to the **buildings** up to the **sum insured** and for the Additional Covers shown in the following pages that occur during the **period of insurance**

Exclusions

but we will not pay for

- i the amount of the **excess** as shown on **your schedule**
- ii the cost of routine decoration and maintenance
- iii the cost of extending, refurbishing or improving the **buildings** or **tenant's improvements**
- iv **damage** to fences, wooden gates, hedges or trellises caused by or resulting from storm, flood or weight of snow unless the **damage** to these items has been caused by a falling tree(s), for which we will also pay to have the fallen tree(s) removed
- v **damage** caused by or resulting from chewing, fouling, scratching or tearing by domestic pets unless the **damage** has arisen from an injured animal
- vi **damage** caused by or resulting from the process of being professionally altered, cleaned, refinished, renovated, repaired or restored
- vii **damage** caused by or resulting from coastal or river erosion
- viii **damage** caused by or resulting from the movement of **your home**, including bulging, expansion, settling or shrinking, or any subsequent cracking, unless caused by **subsidence, heave** or **landslip**
- ix **damage** to bridges, cesspits, domestic heating fuel tanks, driveways, fences, footpaths, fountains, gates, hard tennis courts, patios, ornamental ponds, railings, septic tanks, swimming ponds, swimming pools, terraces, boundary and garden walls caused by or resulting from **subsidence, heave** or **landslip** unless **your home** is **damaged** at the same time and by the same cause
- x **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 and by the same cause
- xi **damage** caused by or resulting from **subsidence, heave** or **landslip** arising from construction, demolition, structural alteration or structural repair
- xii loss or **damage** caused by theft or attempted theft when **your home**, or any part, is let or occupied by tenants or paying guests unless force is used to gain entry or exit
- xiii **damage** whilst **your home** is **unoccupied**
 - a caused by or resulting from
 - escape of water from fixed tanks, apparatus, pipes or appliances
 - freezing or forcible and violent bursting unless, from the outset, **your home** is heated throughout or the water supply is turned off at the mains and the heating and water system is drained
 - b caused by or resulting from theft, attempted theft, vandalism and malicious acts unless, from the outset, all security protections are in full and effective operation
- xiv **damage** whilst **your home** is **unfurnished** caused by or resulting from
 - a theft, attempted theft, vandalism and malicious acts
 - b escape of water from fixed tanks, apparatus, pipes or appliances
 - c freezing or forcible and violent bursting
 - d oil leaking from any fixed domestic heating installation.

Buildings or tenant's improvements

Additional covers

- 1 **Environmental building materials – partial loss**
We will pay up to
 - £500 where the cost of repairs exceeds £10,000
 - £1,250 where the cost of repairs exceeds £25,000
 - £2,500 where the cost of repairs exceeds £50,000to repair **your home** with **environmental building materials** following **damage** to **your home** covered by this **policy**.
- 2 **Environmental building materials – total loss**
We will pay up to £10,000 to rebuild **your home** with **environmental building materials** following **damage** covered under this **policy** that results in the **total loss** of **your home**.
- 3 **Environmental system upgrade**
We will pay up to
 - £500 where the cost of repairs exceeds £10,000
 - £1,250 where the cost of repairs exceeds £25,000
 - £2,500 where the cost of repairs exceeds £50,000towards the cost of installing a solar, wind or geothermal electrical power-generating system as part of the repairs to the heating and/or water system of **your home** following **damage** to **your home** covered by this **policy**
- 4 **Environmental water expenses**
We will pay up to £2,500 for **you** to purchase alternative water supplies from a water supply company following **damage** covered by this **policy** to **your** alternative water supply system for the time necessary to repair or replace the affected equipment
- 5 **Environmental energy expenses**
We will pay up to £2,500 for **you** to purchase additional domestic electrical power from an energy company following **damage** covered by this **policy** to **your** solar, wind or geothermal electrical power-generating system for the time necessary to repair or replace the affected equipment
- 6 **Environmental energy income**
We will pay up to £2,500 for lost income normally generated from selling surplus energy back to the energy company following **damage** covered by this **policy** to **your** solar, wind or geothermal electrical power-generating system for the time necessary to repair or replace the affected equipment
- 7 **Additional rebuilding expenses**
We will pay the costs for **additional rebuilding expenses**

Additional exclusions

- but **we** will not pay
- i unless this is the first such system to be installed at **your home**
 - ii if the heating and/or water system at **your home** has not been **damaged**.

but **we** will not pay for any claim where **you** do not begin to replace or repair the affected equipment within 60 days from the date of the **damage**.

but **we** will not pay for any claim where **you** do not begin to replace or repair the affected equipment within 60 days from the date of the **damage**.

but **we** will not pay for any claim where **you** do not begin to replace or repair the affected equipment within 60 days from the date of the **damage**.

- but **we** will not pay for
- i fees and costs relating to undamaged parts of **your home**, including the compliance with government or local authority requirements
 - ii any expenses **you** incur in preparing a claim against **us**
 - iii costs for any requirements notified to **you** before the **damage** occurred.

Additional covers

8 Risk management expenses

We will pay up to

- £500 where the cost of repairs exceeds £10,000
 - £1,250 where the cost of repairs exceeds £25,000
 - £2,500 where the cost of repairs exceeds £50,000
- towards the cost of improvements intended to prevent or lessen future **damage** by the same cause following **damage** to **your home** caused by an escape of water or flood and covered by this **policy**.

9 Unassisted living expenses

We will pay up to £25,000 towards the cost of essential alterations and/or adaptations to facilitate access to **your home** and allow **you** to live unassisted following an accident or illness that leaves **you** permanently disabled

10 Additional living expenses – damage to your home

We will pay the following expenses, which **we** have agreed to in advance, if **your home** cannot be lived in following **damage** covered by this **policy** for the time required to rebuild, repair or restore **your home** to a habitable condition

- the cost of comparable alternative accommodation for **you, your** domestic pets and horses for up to three years
- rent and ground rent payable to **you** for up to three years

11 Additional living expenses – damage to neighbouring home

We will pay the following expenses, which **we** have agreed to in advance, if a local authority or emergency service prohibits **your home** from being lived in as a direct result of **damage** to a neighbouring property that would be covered by this **policy**

- the cost of comparable alternative accommodation for **you, your** domestic pets and horses for up to 30 days
- rent and ground rent payable to **you** for up to 30 days

12 Reward

We will pay up to £5,000 to any person or organisation, other than **you** or the police, for information leading to the arrest and conviction of any person(s) who committed a criminal act that resulted in loss or **damage** covered by this **policy**.

13 Emergency access to your home

We will pay the cost of repairs for any **damage** caused by the emergency services gaining access to **your home** when attending an emergency at **your home**.

14 Replacement locks and keys

We will pay to replace locks and keys (including key fobs and other remote controlled devices used for security purposes) to any external doors, windows, intruder alarms and safes installed at **your home** if they are **damaged**, lost or stolen.

Additional exclusions

but **we** will not pay for **your domestic employee(s)**.

but **we** will not pay costs that can be recovered elsewhere including, if insured by the property owner, loss of rent and ground rent payable by **you**.

but **we** will not pay costs that can be recovered elsewhere including, if insured by the property owner, loss of rent and ground rent payable by **you**.

Buildings or tenant's improvements

Additional covers

15 Finding and accessing a leak

We will pay the cost of finding the source of a gas, oil or water leak from

- **your** household cooking, heating or water system
- underground service pipes within the boundary of **your home** for which **you** are legally responsible and the subsequent cost of repairs to walls, floors or ceilings, driveways, paths, patios or gardens

16 Garden restoration

We will pay up to 5% of the **buildings sum insured**, up to a maximum of £1,500 per plant, shrub or tree, for the re-landscaping of the gardens and grass tennis court(s), including the cost to remove and dispose of debris, to restore them to their previous condition following **damage** caused by or resulting from

- fire, lightning or explosion
- theft or attempted theft
- civil disturbance, vandalism or malicious acts
- impact by vehicles or aircraft
- falling trees, telegraph poles, lamp posts or pylons
- the emergency services

17 Fly tipping and trespass

We will pay up to £2,500 to restore the land at **your home** to its previous condition following any unlawful fly tipping or trespass, including the removal of any rubbish and waste material that has been left on **your** land to an officially authorised and licensed waste site.

18 Selling your home

If **you** enter into a contract to sell **your home** and there is loss or **damage to your home** covered by this **policy** during the **period of insurance** from the time contracts are exchanged (the offer to purchase in Scotland) to the time that the sale is complete, the buyer of **your home** will be entitled to the benefit of the cover provided for **damage to buildings**, subject to the conditions, exclusions and terms of this **policy**

Additional exclusions

but **we** will not pay

- i for any loss or **damage** to **your** household cooking, heating or water system itself or the underground service pipes
- ii more than £15,000 for any one claim occurring outside **your home**.

but **we** will not pay

- i for **damage** to paddocks or woodland
- ii costs relating to any undamaged part of the gardens or grass tennis court(s).

but **we** will not pay

- i under
 - Section 10 (Additional living expenses – damage to your home)
 - Section 11 (Additional living expenses – damage to neighbouring property)
- ii if **your home** is more specifically insured by the buyer or on the buyer's behalf.

Contents

This cover only applies if shown on **your schedule**.

This section states the cover **we** provide for **contents**, what is not covered (exclusions) and how **we** will pay any claims. Please also refer to the Policy Conditions and the Policy Exclusions, which apply to this section.

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

You must maintain an appropriate **sum insured** for each location to sufficiently meet the cost of replacing the **contents of your home** as if they were new. To reduce the possibility of being underinsured **you** should regularly review **your sums insured for contents**, seeking professional advice if necessary, and request an increase to the **sum(s) insured**.

How we will pay your claim(s) and for how much

Payment basis

We will pay up to the **sum insured** shown on **your schedule** for the cost of repairing or replacing **your contents** following loss or **damage** covered by this **policy**.

Inner policy limits

The most **we** will pay for loss or **damage** to each of the following categories is shown below unless the amount has been specifically amended and shown on **your schedule**:

Jewellery	£5,000	in total
Guns	£5,000	in total
Fine art and antiques	£5,000	in total
Dinghies, rowing boats, sailboards and surfboards	£5,000	per craft
Trailers and non-motorised horseboxes	£5,000	per trailer or horsebox
Quad bikes and model or toy vehicles	£5,000	per machine
Personal property of permanent members of your household in full-time education whilst away from the home	£15,000	in total per person
Personal property of your parents and grandparents who are resident in a nursing or residential care home	£15,000	in total per person
Business contents	£20,000	
Outdoor items	£25,000	

However, **we** will not pay for any loss or **damage** to **jewellery** and/or guns if an unspecified **sum insured** is shown on **your schedule**.

Maximum amount payable

The maximum amount **we** will pay for loss or **damage** to **contents** from an unattended motor vehicle is £15,000.

Matching suites

We will, at **our** option, pay up to 50% of the cost of replacing any undamaged part(s) of an entire pair, set or suite following **damage** covered by this **policy** that occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

Inflation protection

During the **period of insurance**, the **sum insured** will be adjusted each month to replicate the current level of inflation. At the time of a loss, the **sum insured** will include any increase from the relevant indices although **we** will not make a charge for this inflation protection during the **period of insurance**. At each renewal of **your policy**, the premium will be calculated on the adjusted **sum(s) insured**.

Excess

After arriving at a claims settlement, **we** will deduct the applicable **excess** before paying the claim. For claims

- where the claims settlement exceeds £50,000, or £40,000 if your policy has been in force for three or more consecutive years
- under Aggravated Assault or Aggravated Burglary (Lifestyle) where loss or **damage** to the **contents** has occurred
- under Additional Covers 1-5, 7 and 18-19

no **excess** will be deducted. However, this waiver does not apply to claims resulting from **subsidence, landslip or heave** or any **home unoccupied** or **unfurnished** at the time of the loss.

Following a claim

The **sum insured** will not be reduced after the payment of a claim provided **you** carry out any reasonable recommendations **we** make to reduce any further loss, **damage** or injury.

Contents

Cover

We will insure **you** for loss of or **damage** to **your contents** up to the **sum insured** and for the Additional Covers shown in the following pages anywhere in the world that occur during the **period of insurance**

Exclusions

but we will not pay for

- i the amount of the **excess** as shown on **your schedule**
- ii loss or **damage** to lottery tickets, pools coupons, raffle tickets or any other gambling tickets or winnings
- iii loss or **damage** caused by or resulting from chewing, fouling, scratching or tearing by domestic pets unless the **damage** has arisen from an injured animal
- iv loss or **damage** caused by or resulting from the process of being professionally altered, cleaned, refinished, re-framed, renovated, repaired or restored
- v loss or **damage** from an unattended vehicle unless the vehicle is locked and all **personal possessions** and **valuables** are hidden from sight in a locked boot, glove box or other locked storage compartment
- vi loss or **damage** to any
 - golf buggy or golf trolley
 - mobility scooter/carriage or motorised wheelchair
 - model or toy vehicle
 - quad bike
 - trailer or non-motorised horseboxbeing used in circumstances where any road traffic legislation applies
- vii any quad bike whilst in use by any person under the age of 17 years old
- viii loss or **damage** caused by theft or attempted theft
 - a when **your home**, or any part, is let or occupied by tenants or paying guests unless force is used to gain entry or exit
 - b of the personal property of student members of **your** household whilst attending school, university or college from any building (other than **your home**) unless force is used to gain entry or exit
- ix loss or **damage** to pedal cycles when left unattended away from **your home** unless securely locked
- x **damage** whilst **your home** is **unoccupied**
 - a caused by or resulting from
 - escape of water from fixed tanks, apparatus, pipes or appliances
 - freezing or forcible and violent bursting unless, from the outset, **your home** is heated throughout or the water supply is turned off at the mains and the heating and water system is drained
 - b caused by or resulting from theft, attempted theft, vandalism and malicious acts unless, from the outset, all security protections are in full and effective operation
- xi **damage** whilst **your home** is **unfurnished** caused by or resulting from
 - a theft, attempted theft, vandalism and malicious acts
 - b escape of water from fixed tanks, apparatus, pipes or appliances
 - c freezing or forcible and violent bursting
 - d oil leaking from any fixed domestic heating installation
- xii loss of metered water, gas and oil whilst **your home** is **unoccupied** or **unfurnished**
- xiii loss following **damage** to the **buildings** that is excluded by the Buildings part of this **policy** (whether or not in force) resulting from **subsidence**, **landslip** or **heave**.

Additional covers

1 Risk management expenses

We will pay up to

- £500 where the replacement cost exceeds £10,000
 - £1,250 where the replacement cost exceeds £25,000
 - £2,500 where the replacement cost exceeds £50,000
- towards the cost of improvements intended to prevent or lessen future **damage** by the same cause following loss or **damage** to **your contents** caused by escape of water or flood and covered by this **policy**.

2 Unassisted living expenses

We will pay up to £25,000 towards the cost of essential alterations and/or adaptations to facilitate access to **your home** and allow **you** to live unassisted following an accident or illness that leaves **you** permanently disabled

3 Additional living expenses – damage to your home

We will pay the following expenses, which **we** have agreed to in advance, if **your home** cannot be lived in following **damage** covered by this **policy** for the time required to rebuild, repair or restore **your home** to a habitable condition

- the cost of comparable alternative accommodation for **you, your** domestic pets and horses for up to three years, including the cost of temporary storage for **your contents** and the cost to move **your contents** to the alternative accommodation and storage facility
- rent and ground rent payable to **you** for up to three years

4 Additional living expenses – damage to neighbouring home

We will pay the following expenses, which **we** have agreed to in advance, if a local authority or emergency service prohibits **your home** from being lived in as a direct result of **damage** to a neighbouring property that would be covered by this **policy**

- the cost of comparable alternative accommodation for **you, your** domestic pets and horses for up to 30 days
- rent and ground rent payable to **you** for up to 30 days
- up to £1,000 for emergency clothing and other provisions that **you** need

5 Reward

We will pay up to £5,000 to any person or organisation, other than **you** or the police, for information leading to the arrest and conviction of any person(s) who committed a criminal act that resulted in loss or **damage** covered by this **policy**.

6 Emergency access to your home

We will pay for any loss or **damage** to **your contents** caused by the emergency services gaining access to **your home** when attending an emergency at **your home**.

7 Replacement locks and keys

We will pay to replace locks and keys (including key fobs and other remote controlled devices used for security purposes) to any external doors, windows, intruder alarms and safes installed at **your home** if they are **damaged**, lost or stolen.

Additional exclusions

but **we** will not pay for **your domestic employee(s)**.

but **we** will not pay costs that can be recovered elsewhere including, if insured by the property owner, loss of rent and ground rent payable by **you**.

but **we** will not pay costs that can be recovered elsewhere including, if insured by the property owner, loss of rent and ground rent payable by **you**.

Contents

Additional covers

- 8 **New acquisitions**
We will pay up to 20% of the **contents sum insured** at **your home** for loss or **damage** to newly acquired **contents** provided **you** notify **us** within 60 days of the acquisition date and pay the full additional premium from the acquisition date that **we** require.
- 9 **New acquisitions – gifts**
We will pay up to 20% of the **contents sum insured** at **your home** for loss or **damage** to newly acquired gifts and additional provisions for a birthday, civil ceremony, wedding, anniversary, religious or other event celebrated by **you** for one month before and one month after the date of the event.
- 10 **Marquees**
We will pay up to £25,000 for loss or **damage** to marquees and associated equipment, furnishings, heating and lighting whilst at **your home** that **you** hire temporarily and for which **you** are legally responsible
- 11 **Finding and accessing a leak – tenant**
We will pay up to £15,000 for the cost of finding the source of a gas, oil or water leak from **your** household cooking, heating or water system and the subsequent cost of repairs to walls, floors or ceilings
- 12 **Garden restoration - tenant**
We will pay up to 5% of the **contents sum insured**, up to a maximum of £1,500 per plant, shrub or tree, for the re-landscaping of the gardens and grass tennis court(s), including the cost to remove and dispose of debris, to restore them to their previous condition following loss or **damage** caused by or resulting from
- fire, lightning or explosion
 - theft or attempted theft
 - civil disturbance, vandalism or malicious acts
 - impact by vehicles or aircraft
 - falling trees, telegraph poles, lamp posts or pylons
 - the emergency services
- 13 **Personal documents**
We will pay the cost of replacing bonds, securities, title deeds and other personal documents following loss or **damage** covered by this **policy**.
- 14 **Personal digital downloads**
We will pay the cost of replacing **your** personal digital media, including music and film, that **you** have previously legally downloaded to **your** computer or multimedia device(s) following loss or **damage** covered by this **policy**.
- 15 **Personal digital data and records**
We will pay the cost of employing a professional body or person to retrieve or re-enter **your** personal digital data and records, including photographs and video, to **your** computer or multimedia device(s) following loss or **damage** covered by this **policy**

Additional exclusions

but **we** will not pay for any loss or **damage** insured elsewhere.

but **we** will not pay

- if **you** are not the tenant or leaseholder
- for any loss or **damage** to communal areas of the **buildings**
- for any loss or **damage** to **your** household cooking, heating or water system itself
- for any loss or **damage** insured elsewhere.

but **we** will not pay

- if **you** are not the tenant or leaseholder
- for any loss or **damage** to communal garden areas
- for **damage** to paddocks or woodland
- costs relating to any undamaged part of the gardens or grass tennis court(s)
- for any loss or **damage** insured elsewhere.

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

Additional covers

16 Business digital data and records

We will pay up to £10,000 for the cost of employing a professional body or person to retrieve or re-enter **your** business digital data and records to **your** computer or multimedia device(s) following loss or **damage** covered by this **policy**

17 Money

We will pay up to

- £2,500 for **your** personal **money**
- £5,000 for **your** personal **money** kept in a locked safe at **your home**

following loss or **damage** covered by this **policy** and **we** will also pay up to £15,000 in any one **period of insurance** for personal loss caused by **your** acceptance in good faith of forged bank notes or the forgery or alteration of any cheques

18 Credit cards

We will pay for the costs **you** become legally liable for by **your credit cards'** provider(s) for the fraudulent or unauthorised use of **your credit cards**

19 Freezer contents

We will pay the cost

- to replace food in **your** domestic freezer or refrigerator that **you** cannot use caused by their accidental failure
- up to £1,000 towards the hire of a replacement freezer or refrigerator provided **you** minimise the period of hire.

20 Contents of guests

We will pay up to £10,000 for loss or **damage** to the **contents** of guests and **domestic employees** (who do not reside with **you**) whilst at **your home**

21 Contents in storage

We will pay up to 10% of the **contents sum insured** for loss or **damage to your contents** in a commercial storage facility in the **United Kingdom**

22 Memorial stones

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

Additional exclusions

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

but **we** will not pay for loss or **damage to money** from an unattended motor vehicle.

but **we** will not pay for

- any loss where **you** have breached the terms and conditions of use
- fraudulent or unauthorised use by any person related to **you**.

but **we** will not pay for loss or **damage to contents** insured elsewhere.

but **we** will not pay for loss or **damage to contents** insured elsewhere.

but **we** will not pay for loss or **damage** to memorial stones and plaques insured elsewhere.

Valuables

This cover only applies if shown on **your schedule**.

This section states the cover **we** provide for **valuables**, what is not covered (exclusions) and how **we** will pay any claims. Please also refer to the Policy Conditions and the Policy Exclusions, which apply to this section.

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

You must maintain an appropriate **sum insured** for each location to sufficiently meet the cost of replacing the **valuables** of **your home** as if they were new or their market value. To reduce the possibility of being underinsured **you** should regularly review **your sums insured** for **valuables**, seeking professional advice, and request an increase to the **sum(s) insured**.

How we will pay your claim(s) and for how much

Fine art and antiques – payment basis for total losses

We will pay up to the **sum insured** shown on **your schedule** for a specified item, pair or set following loss or **damage** covered by this **policy**. For any item, pair or set not specified on **your schedule**, **we** will, at **our** option, pay for or replace up to its market value at the time of the loss but no more than £20,000 per item, pair or set.

Fine art and antiques – payment basis for partial losses

We will pay the restoration costs plus any resulting depreciation in value but no more than the unspecified item limit of £20,000 or the **sum insured** shown on **your schedule** for a specified item, pair or set, whichever is lower.

Jewellery and guns – payment basis for total losses

We will, at **our** option, pay for or replace any specified item, pair or set up to the **sum insured** shown on **your schedule** following loss or **damage** covered by this **policy**. For any item, pair or set not specified on **your schedule**, **we** will, at **our** option, pay for or replace up to its

- market value for antique and investment items
- current cost as new for all other items

at the time of the loss but no more than £10,000 per item, pair or set.

Jewellery and guns – payment basis for partial losses

We will pay the restoration costs or repair costs plus any resulting depreciation in value but no more than the unspecified item limit of £10,000 per item, pair or set or the **sum insured** shown on **your schedule** for a specified item, pair or set, whichever is lower.

Maximum amount payable

The maximum amount **we** will pay for loss or **damage** to

- **jewellery** whilst contained in baggage or in transit outside the personal custody or control of **you** is £5,000
- **jewellery** from an unattended vehicle is £10,000
- **valuables** (other than **jewellery**) from an unattended vehicle is £15,000.

Matching articles

We will, at **our** option, pay the market value or the current cost as new of an entire pair, set or suite following loss or **damage** covered by this **policy** if **you** surrender the undamaged part(s) of the pair, set or suite to **us**.

Excess

After arriving at a claims settlement, **we** will deduct the applicable **excess** before paying the claim. For claims

- where the claims settlement exceeds £50,000, or £40,000 if **your policy** has been in force for three or more consecutive years
- under Aggravated Assault or Aggravated Burglary (Lifestyle) where loss or **damage** to the **valuables** has occurred
- for loss or **damage** to items of **fine art and antiques** only
- under Additional Cover I

no **excess** will be deducted. However, this waiver does not apply to claims resulting from **subsidence**, **landslip** or **heave** or any **home unoccupied** or **unfurnished** at the time of the loss.

Cover

We will insure **you** for loss of or **damage** to **your valuables** up to the **sum insured** and for the Additional Covers shown in the following pages anywhere in the world that occur during the **period of insurance**

Exclusions

but we will not pay for

- i the amount of the **excess** as shown on **your schedule**
- ii loss or **damage** caused by or resulting from chewing, fouling, scratching or tearing by domestic pets unless the **damage** has arisen from an injured animal
- iii loss or **damage** caused by or resulting from the process of being professionally altered, cleaned, refinished, re-framed, renovated, repaired or restored
- iv loss or **damage** from an unattended vehicle unless the vehicle is locked and all **personal possessions** and **valuables** are hidden from sight in a locked boot, glove box or other locked storage compartment
- v loss or **damage** caused by theft or attempted theft
 - a when **your home**, or any part, is let or occupied by tenants or paying guests unless force is used to gain entry or exit
 - b of the personal property of student members of **your** household whilst attending school, university or college from any building (other than **your home**) unless force is used to gain entry or exit
- vi **damage** whilst **your home** is **unoccupied**
 - a caused by or resulting from
 - escape of water from fixed tanks, apparatus, pipes or appliances
 - freezing or forcible and violent bursting unless, from the outset, **your home** is heated throughout or the water supply is turned off at the mains and the heating and water system is drained
 - b caused by or resulting from theft, attempted theft, vandalism and malicious acts unless, from the outset, all security protections are in full and effective operation
- vii **damage** whilst **your home** is **unfurnished** caused by or resulting from
 - a theft, attempted theft, vandalism and malicious acts
 - b escape of water from fixed tanks, apparatus, pipes or appliances
 - c freezing or forcible and violent bursting
 - d oil leaking from any fixed domestic heating installation
- viii loss or **damage** that is excluded under the Contents part of this **policy** (whether in force or not).

Valuables

Additional covers

- 1 **Reward**
We will pay up to £5,000 to any person or organisation, other than **you** or the police, for information leading to the arrest and conviction of any person(s) who committed a criminal act that resulted in loss or **damage** covered by this **policy**.
- 2 **Emergency access to your home**
We will pay for any loss or **damage** to **your valuables** caused by the emergency services gaining access to **your home** when attending an emergency at **your home**.
- 3 **New acquisitions**
We will pay up to 20% of the
 - **fine arts and antiques sum insured**
 - or
 - **jewellery and guns sum insured**at **your home** for loss or **damage** to newly acquired items provided **you** notify **us** within 45 days of the acquisition date and pay the full additional premium from the acquisition date that **we** require.
- 4 **New acquisitions – gifts**
We will pay up to 20% of the
 - **fine arts and antiques sum insured**
 - or
 - **jewellery and guns sum insured**at **your home** for loss or **damage** to newly acquired gifts and additional provisions for a birthday, civil ceremony, wedding, anniversary, religious or other event celebrated by **you** for one month before and one month after the date of the event.
- 5 **Valuables kept in a bank**
We will pay up to £25,000 for loss or **damage** to **valuables** noted on **your schedule** as kept in the bank or safe deposit whilst temporarily removed from the bank or safe deposit for up to 30 days in any one **period of insurance**.
- 6 **Fine art and antiques in storage**
We will pay up to 10% of the **fine arts and antiques sum insured** for loss or **damage** to **your fine art and antiques** in a commercial storage facility in the **United Kingdom**

Additional exclusions

but we will not pay for loss or **damage** to **fine art and antiques** insured elsewhere.

Lifestyle

This cover applies automatically unless amended or excluded by **endorsement**, which will be shown on **your schedule**.

This section states the cover **we** provide for **your** lifestyle activities, what is not covered (exclusions) and how **we** will pay any claims. Please also refer to the Policy Conditions and the Policy Exclusions, which apply to this section.

How we will pay your claim(s) and for how much

Payment basis

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

Excess

No **excess** will be applied to a claim unless stated otherwise.

Expenses

Home security improvements	£10,000	
Temporary relocation expenses	£10,000	
Additional security expenses	£10,000	
Psychiatric expenses	£7,500	per person, maximum £15,000 per claim
Removal expenses	£10,000	
Reward – a payment to any individual or organisation (but not you or the police) for information leading to the arrest and conviction of the person(s) who committed the offence leading to an incident .	£5,000	

Lifestyle

Cover

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

Exclusions

but **we** will not pay

- i for costs incurred as a result of an **incident** in a country or territory listed on the Foreign & Commonwealth Affairs Office Travel Warnings list
- ii for costs in respect of any company or person who is not a member of a recognised professional association
- iii for psychiatric services if, immediately prior to the **incident**, the person was already using or had been referred for psychiatric services
- iv the cost of psychiatric services for more than 12 months
- v for any loss arising from a false report of an **incident** by **you**, an **insured relative** or any person acting on behalf of **you** or an **insured relative**, whether acting alone or in collusion with others
- vi for any loss caused by
 - a **you**, an **insured relative** or any other family relative
 - b an estranged spouse or former spouse of **you**, an **insured relative** or any other family relative
 - c a domestic partner or former domestic partner of **you**, an **insured relative** or any other family relative
 - d any person unrelated to **you** or an **insured relative** (other than a **domestic employee** or residential staff) who live with **you** or have ever lived with **you** for more than six months
 - e any person acting on behalf of any of the above, whether acting alone or in collusion with others but this exclusion does not apply to cover under 'Stalking – physical' or 'Stalking – cyber'
- vii for any loss or **damage** under 'Stalking – physical' or 'Stalking – cyber' arising from an **incident** that involves a counter claim by the third party for stalking, physical **damage**, harassment or **damage** to property caused by **you** or a member of **your** family
- viii for any loss caused by a civil authority
- ix the cost of legal counsel
- x for any costs recoverable elsewhere.

Cover

1 Stalking – physical

We will pay for

- **home security improvements**
- **temporary relocation expenses**
- **additional security expenses**
- **psychiatric expenses**

agreed by **us**, following any one **incident**

2 Stalking – cyber

We will pay for

- **home security improvements**
- **psychiatric expenses**

agreed by **us**, following any one **incident**

3 Aggravated burglary

We will pay for

- **home security improvements**
- **temporary relocation expenses**
- **removal expenses**
- **additional security expenses**
- **psychiatric expenses**
- reward

agreed by **us**, following any one **incident**

4 Aggravated assault

We will pay for

- **home security improvements**
- **psychiatric expenses**
- reward

agreed by **us**, following any one **incident**.

5 Fatal injury

We will pay up to £25,000 per person (unless a lower amount is required by law) for **loss of life** if **you** suffer an injury as a result of an explosion, fire, lightning or impact by an aircraft at **your home** from which **you** subsequently die within 12 months

6 Golfer's extension

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

Hole-in-one

We will pay, at **your** option

- up to £500 for expenses **you** incur or
- £500 direct to a **charity** of **your** choice

in the event of a hole-in-one being achieved by **you** during an official competition

Golf equipment hire

We will pay up to £20 per day, to a maximum of £200 per claim, for the hire of replacement golf equipment following

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

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

Exclusions

but **we** will not pay more than £15,000 in any one **period of insurance**.

but **we** will not pay more than £5,000 in any one **period of insurance**.

but **we** will not pay

- for **removal expenses** if **your home** was already for sale prior to the **incident** or **you** intended to relocate prior to the **incident**
- for **your guest** in a **temporary residence** where they share the cost of the lodging.

but **we** will not pay

- more than £100,000 in any one **period of insurance**
- for resident **domestic employees**.

but **we** will not pay

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

Lifestyle

Cover

Golf expenses

We will pay up to £50 per day, to a maximum of £750 per claim, for the proportionate value of any non-refundable, pre-paid green fees, golf equipment hire or tuition fees necessarily unused as a direct result of

- accidental physical injury or illness to **you** where a written report from the treating doctor is sent to **us** confirming **your** inability to play golf
- loss or theft of documentation which prevents the participation in the pre-paid golfing activity if **you** are on a trip outside the **United Kingdom**

Exclusions

but we will not pay

- i the first £100 of any claim
- ii for non-participation due to a pre-existing medical condition unless agreed by **us** in writing prior to the trip and any additional premium **we** require is paid.

Special conditions

These conditions, as well as the Policy Conditions, apply to the Lifestyle section of **your policy**.

1 Your duty when you have a claim

You must

- i as promptly as possible provide details of the claim or possible claim, initially by telephone and then in writing
- ii for an **incident** that may be covered under **stalking – physical, stalking – cyber, aggravated burglary or aggravated assault**, promptly tell the police and, if required, any other relevant authorities, and obtain an incident report number
- iii co-operate fully with **us** at all times
- iv promptly provide any information and assistance **we** may reasonably require.

2 Examination under oath

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

3 Physical examination and autopsy

A person claiming under this Lifestyle section must agree to be physically examined by a **medical professional we** choose as often as **we** require. Any examinations that **we** may have carried out will be at **our** own expense.

Liability – property owner

This cover only applies if **you** have a **buildings sum insured** for the relevant **home** shown on **your schedule**.

This section states the cover **we** provide for property owner liability, what is not covered (exclusions) and how **we** will pay any claims. Please also refer to the Policy Conditions and the Policy Exclusions, which apply to this section.

How we will pay your claim(s) and for how much

Payment basis

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

- fines, penalties or for damages intended only to punish **you** or to make an example of **you**
- the cost of putting right any defect or alleged defect.

All claims caused directly or indirectly by one accident will be treated as one claim. All pollution or contamination arising out of one accident will be treated as having happened at the time the accident took place.

Excess

No **excess** will be applied to a claim.

Liability – property owner

Cover

We will pay up to £5,000,000 for damages **you** are legally liable to pay as compensation for any accidents that result in **bodily injury** to, or illness of, any person or **damage** to property arising from **your** ownership of the **home** and the Additional Covers shown below that occur during the **period of insurance**

Additional covers

1 Defective Premises Act

We will pay up to the limit shown in **your schedule** for damages **you** are legally liable to pay as compensation for any accidents that result in **bodily injury** to, or illness of, any person or **damage** to property arising under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 where **you** were the owner of any **home you** were occupying at the time of its sale or disposal

2 Reversal of damages

We will pay the sum **you** are owed up to a limit of £2,000,000 in any one **period of insurance** if, within three months, **you** have not received the full amount of damages and taxed costs awarded to **you** by a court in the **United Kingdom** for **bodily injury**, illness or property **damage** provided that, where **we** make a payment, **you** agree to allow **us** to take action in **your** name to recover such payment and repay to **us** such damages and taxed costs subsequently paid directly to **you**

Exclusions

but **we** will not pay for **your** liability arising from

- i **damage** to property belonging to **you**, held in trust by **you**, or in **your** custody or control or that of **your domestic employees** or business employees
- ii **bodily injury** to or illness contracted by **you** or any person employed by **you**
- iii from any contract, except to the extent that the liability would have arisen in the absence of the contract
- iv **your** job, business, trade or profession
- v any dog described in Section 1(1) of the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 or any amending or subsequent legislation
- vi the transmission of any communicable disease, condition, syndrome or virus
- vii pollution or contamination of air, water or soil which **you** cannot prove was caused by a sudden, identifiable, unintended and unexpected accident that took place in its entirety at a specific time and place
- viii accidents where **you** are entitled to payment under any other insurance.

Additional exclusions

but **we** will not pay for the cost of putting right any defects in the building.

but **we** will not pay

- i unless **you** would have been covered by this part of this insurance if **your** position and that of the person **you** are claiming damages against had been reversed
- ii if **you** are waiting for an appeal on the judgement.

Liability – personal and public

This cover only applies if **you** have a **contents sum insured** shown on **your schedule**.

This section states the cover **we** provide for personal and public liability, what is not covered (exclusions) and how **we** will pay any claims. Please also refer to the Policy Conditions and the Policy Exclusions, which apply to this section.

How we will pay your claim(s) and for how much

Payment basis

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

- fines, penalties or for damages intended only to punish **you** or to make an example of **you**
- the cost of putting right any defect or alleged defect.

All claims caused directly or indirectly by one accident will be treated as one claim. All pollution or contamination arising out of one accident will be treated as having happened at the time the accident took place.

Excess

No **excess** will be applied to a claim.

Liability – personal and public

Cover

We will pay up to £5,000,000 for **your** legal liability for damages that **you** (and if requested by **you, your domestic employees**) have to pay as compensation for any accident occurring during the **period of insurance** anywhere in the world that results in **bodily injury** to or illness of any person or **damage** to property

Exclusions

- but not **your** liability arising from or in connection with
- i **your** ownership of the **home**, its land and any other **buildings** or land at the address in the **schedule**
 - ii **your** ownership, occupation, possession or use of any land or building not situated at the address in the **schedule**
 - iii **damage** to property belonging to **you**, held in trust by **you** or in **your** custody or control or that of **your domestic employees** or business employees
 - iv **bodily injury** to or illness contracted by **you** or any person employed by **you** in the course of employment
 - v any contract, except to the extent that liability would have arisen in the absence of the contract
 - vi any trade, business or professional activity other than as stated in the Additional Covers below
 - vii remedial, professional or other advice or treatment given, administered or omitted by **you** or a director, partner or employee of any business
 - viii any goods or products sold, supplied, repaired, renovated, restored, tested or serviced by **you** or **your domestic employees**
 - ix any mechanically propelled vehicle, trailer or non-motorised horsebox being used in circumstances where any road traffic legislation applies other than golf buggies and golf trolleys and then only while being used for golfing activities
 - x any mechanically or electrically propelled vehicles except
 - remote controlled power driven toys and models
 - motorised sit-in toy or miniature vehicles (including motorcycles providing they have an engine capacity of 50cc or less)
 - domestic garden maintenance equipment, motorised lawnmowers, power equipment and quad bikes
 - golf trolleys, golf buggies, motorised wheelchairs, mobility scooters and carriages
 - xi any damages, including any costs and expenses, exceeding £2,000,000 for a covered loss arising from the use of a quad bike or motorised sit-in toy or miniature vehicle or motorcycles with an engine capacity of 50cc or less
 - xii any quad bike being used by any person under 17 years old
 - xiii any quad bike or motorised sit-in toy or miniature vehicle being used for racing, pace-making, trials or competitions
 - xiv aircraft including model aircraft and watercraft other than dinghies, rowing boats, sailboards and surfboards
 - xv **your** ownership, possession or use of any dog described in Section 1(1) of the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 or any amending or subsequent legislation
 - xvi any deliberate, wilful or malicious act including the direct or indirect consequences of assault or alleged assault
 - xvii the transmission of any communicable disease, condition, syndrome or virus
 - xviii pollution or contamination of air, water or soil which **you** cannot prove was caused by a sudden, identifiable, unintended and unexpected accident that took place in its entirety at a specific time and place
 - xix accidents where **you** are entitled to claim under any other insurance
 - xx any damages arising out of the ownership, possession or usage of any unlicensed firearm(s).

Additional covers

1 Liability for domestic employees

We will pay up to £10,000,000 for **your** legal liability for damages that **you** have to pay as compensation for any accident occurring during the **period of insurance** that results in **bodily injury** to or illness of any **domestic employee** arising solely from private **domestic duties** in the **United Kingdom** and while temporarily elsewhere in the world

2 Liability as a tenant

We will pay up to £1,000,000 in any one **period of insurance** for **your** legal liability for damages which **you** have to pay as compensation arising from **your** tenancy of the **home** following **damage** to the **buildings** occurring during the **period of insurance**

3 Part time business at the home

We will pay up to £5,000,000 for **your** legal liability for damages that **you** have to pay arising out of **part time business at the home**.

4 Part time business away from the home

We will pay up to £5,000,000 for **your** legal liability for damages that **you** have to pay arising out of **part time business away from your home**.

5 Director's and officer's liability

We will pay up to £5,000,000 for **your** legal liability for damages that **you** have to pay arising out of any voluntary work as a director or officer for a **charity**.

6 Reversal of damages

We will pay the sum **you** are owed up to a limit of £2,000,000 in any one **period of insurance** if, within three months, **you** have not received the full amount of damages and taxed costs awarded to **you** by a court in the **United Kingdom** for **bodily injury**, illness or property **damage** provided that, where **we** make a payment, **you** agree to allow **us** to take action in **your** name to recover such payment and repay to **us** such damages and taxed costs subsequently paid directly to **you**

Additional exclusions

but not **your** liability arising from or in connection with

- i the use of any mechanically propelled vehicle in circumstances where any road traffic legislation applies
- ii the transmission of any communicable disease, condition, syndrome or virus
- iii demolition, alterations, extensions or renovations to any part of the **home**.

but not for

- i liability arising
 - a from **damage** to the **buildings** which is excluded by the Buildings part of this insurance (whether in force or not)
 - b whilst the **buildings** are **unoccupied** or **unfurnished**
 - c from any contract, except to the extent that the liability would have arisen in the absence of the contract
- ii the cost of maintenance and normal redecoration.

but **we** will not pay

- i unless **you** would have been covered by this part of this insurance if **your** position and that of the person **you** are claiming damages against had been reversed
- ii if **you** are waiting for an appeal on the judgement.

Legal protection

This cover applies automatically unless amended or excluded by **endorsement**, which will be shown on **your schedule**.

This section states the cover **we** provide for Legal Protection, what is not covered (exclusions) and how **we** will pay any claims. Please also refer to the Policy Conditions and the Policy Exclusions, which apply to this section.

The **insurer** for this section is Brit Syndicate 2987 at Lloyd's on behalf of whom ARAG plc administers claims.

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

How we can help

If you have a legal dispute please follow the steps below

You can call **us** for telephone legal advice under EU law, advice about UK tax law, or to obtain help if **you** are the victim of identity theft as described in **incident 1**.

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

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

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

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

Consumer legal services

You can register at www.araglegal.co.uk using this voucher code: **AMDC2871B6E2**.

Once registered **you** can log-on to the site at any time to

- access an online law guide
- download a free will and legal documents to help with personal matters.

For documents that are more complicated, **you** can pay a modest fee to have **your** downloaded documents reviewed by a solicitor to ensure they meet **your** specific requirements. Online legal documents include wills, power of attorney, buying and selling **your home**, and consumer complaints.

The meaning of certain words and phrases

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

Appointed advisor

The solicitor, accountant, mediator or other advisor appointed by **us** to act on **your** behalf.

Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees based on 'no-win no-fee'.

Conditional fee agreement

A legally enforceable agreement between **you** and the **appointed advisor** for paying their professional fees based on 'no-win no-fee'.

Communication costs

The cost of UK phone calls, postage (including special delivery), photocopying or faxes and credit reports where **you** have taken advice from **our** Identity Theft Helpline and are advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair **your** credit rating, restore **your** identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.

Insured

You, your partner and relatives permanently living with **you** in **your** main **home** in the **United Kingdom** (the **insurer** will cover **your** children temporarily away from **home** for the purposes of higher education).

Insurer

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof) registered in England and Wales (company number 0824611).

Legal costs and expenses

- 1 Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
- 2 Reasonable experts' reports, reasonably and properly incurred by the **appointed advisor**.
- 3 In civil claims, other side's costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.
- 4 Reasonable accountancy fees reasonably incurred under **incident** 10, Tax by the **appointed advisor** and agreed by **us** in advance.
- 5 The **insured's communication costs**.

Reasonable prospects of success

- 1 In all claims where **you** at all times throughout the progress of the claim, have a greater than 50% chance of successfully pursuing or defending a claim against another party. If **you** are seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.
- 2 In criminal prosecution claims where **you**
 - i plead guilty, there is a greater than 50% chance of successfully reducing any sentence or fine or
 - ii plead not guilty, there is a greater than 50% chance of that plea being accepted by the court.
- 3 In all claims involving an appeal, where **you** have a greater than 50% chance of being successful.

Small claims court

A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999, a court in Scotland that uses the small claims procedure set out by the Act of Sederunt (Small Claims) Rules 2002 or a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where the **policy** applies.

Territorial limits

- 1 For **incident** 11, Personal injury – Worldwide.
- 2 For **incident** 7, Contract disputes and **incident** 12, Clinical negligence – The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- 3 For all other **incidents** – The **United Kingdom**.

We/us/our

ARAG plc (or appointed agents on its behalf) who are authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, Brit Syndicate 2987 at Lloyd's.

How we will pay your claim(s) and for how much

Following an **incident** the **insurer** will pay the **insured's legal costs and expenses** and **communication costs** up to

- £75,000 for all **incidents** including the cost of appeals (other than planning appeals)
- £5,000 for planning appeals
- £250 per day and subject to a limit of £10,000 in total for lost salary and wages under **incident** 4, Legal defence – loss of earnings for all claims related by time or original cause provided that
 - i the **incident** happens within the **territorial limits**
 - ii the claim
 - a always has **reasonable prospects of success**
 - b is reported to **us**
 - during the **period of insurance**
 - as soon as the **insured** first become aware of circumstances which could lead to a claim
 - iii unless there is a conflict of interest the **insured** always agree to use the **appointed advisor** chosen by **us** in any claim
 - a to be heard by the **small claims court**
 - b before proceedings have been or need to be issued
 - iv any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licencing body, or mediation agreed with **us**.

Legal protection

Cover

You are insured for the unforeseen **incidents** shown below and in the following pages that occur during the **period of insurance**

1 Identity theft

A dispute arising from the use of the **insured's** personal information without their permission to commit fraud or other crimes provided that the **insured** contacts **our** Identity Theft Resolution Helpline as soon as they suspect that their identity may have been stolen

2 Legal defence – employment

An alleged act or omission against the **insured** that arises from their work as an employee and results in

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

3 Legal defence – motor

A motoring prosecution brought against the **insured**

4 Legal defence – loss of earnings

The **insured's** absence from work to attend any court tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **appointed advisor** or whilst on jury service, or to carry out actions as directed by the Identity Theft Resolution helpline.

Exclusions

but the **insurer** will not pay for any claims arising from or relating to

- i **legal costs and expenses** incurred without **our** consent
- ii an **incident** or dispute happening before, or existing at the start of this **policy** and which the **insured** believed or ought to have believed could lead to a claim
- iii a claim relating to an amount below £100
- iv an allegation against the **insured** involving
 - a assault, violence or dishonesty, malicious falsehood or defamation
 - b the manufacture, dealing in or use of alcohol, illegal drugs and indecent or obscene materials
 - c illegal immigration
 - d offences under Part 7 of the proceeds of Crime Act 2002 (money laundering offences)
- v a dispute between **your** family members or between the **insured** and their **domestic employee** other than a claim under **incident 6**
- vi judicial review
- vii a dispute with
 - a Horizon (UW) Ltd or **us** or that is not dealt with under the Complaints section of this **policy**
 - b the company that sold this policy
- viii group litigation order
- ix fines, penalties or compensation awarded against the **insured**
- x legal fees that are payable on a contingency basis (as a percentage of damages won).

but the **insurer** will not pay for any **money** claimed, goods, loans or other property or financial loss or other benefit obtained as a result of the identity theft.

but the **insurer** will not pay for claims arising from or relating to

- i owning a vehicle or driving without motor insurance or driving without a valid driving licence
- ii a parking offence.

Cover

5 Employment disputes

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

- a ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- b Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded

The **insured** is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

6 Disputes with domestic employees

A dispute with an **insured's domestic employee** that arises from

- a their dismissal by an **insured**
- b the terms of a contract of employment or service occupancy agreement between an **insured** and their **domestic employee**
- c an alleged breach of an **insured's domestic employee's** legal rights under employment laws

7 Contract disputes

A dispute arising out of an agreement or alleged agreement an **insured** has entered into for

- a buying or hiring consumer goods or services
- b privately selling goods
- c buying or selling **your home**
- d renting **your** home as a tenant

8 Property

A dispute relating to visible property owned by the **insured** following

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

Exclusions

but the **insurer** will not pay for claims arising from or relating to

- i disputes arising solely from personal injury
- ii defending the **insured** other than defending a counter claim or an appeal
- iii **legal costs and expenses** for an employer's internal disciplinary or an employee's grievance hearing
- iv fees that are recoverable from an employer or ex-employer by order of the court or where the **insured** qualifies to have all or part of the fees refunded or reduced by HM Courts & Tribunals Service
- v a compromise or settlement agreement between the **insured** and their employer (**we** will be able to help the **insured** find a suitable solicitor who will assist the **insured** with this at their own expense)
- vi a dispute with the **insured's domestic employee**.

but the **insurer** will not pay for claims arising from or relating to

- i disciplinary hearings or internal grievance procedures
- ii personal injury
- iii an **insured** pursuing a claim against their **domestic employee** other than a claim to recover possession of a part of an **insured's home** or other accommodation provided by an **insured** under a service occupancy agreement.

but the **insurer** will not pay for claims arising from or relating to

- i disputes with tenants or where an **insured** is the landlord
- ii loans, mortgages, endowments, pensions or any other banking, life or long-term insurance products, savings or investments
- iii the **insured's** business activities, trade, venture for gain, profession or employment
- iv a contract involving a motor vehicle
- v a settlement due under an insurance policy
- vi construction work, or designing, converting or extending any building where the contract value exceeds £50,000 including VAT.

but the **insurer** will not pay for

- i the first £250 of any claim under 8b – this is payable by the **insured** as soon as **we** accept the claim
- ii any claim relating to
 - a a contract or covenant an **insured** has entered into
 - b any building or land other than **your home**
 - c a motor vehicle
 - d the compulsory purchase of, or restrictions or controls placed on **your** property by any government, local or public authority
 - e defending any dispute under 8a other than defending a counter claim or an appeal
 - f a dispute with any party other than the person(s) who caused the **damage**, nuisance or trespass.

Legal protection

Cover

9 Planning appeals

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

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

10 Tax

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

11 Personal injury

A sudden event directly causing the **insured** physical **bodily injury**

12 Clinical negligence

A dispute arising from alleged clinical negligence or malpractice

Exclusions

but the **insurer** will not pay for claims arising from or relating to planning applications **you** make which are not for land **you** already own at the site of **your home**.

but the **insurer** will not pay for claims arising from or relating to

- i an investigation by the Specialist Investigations (SI) branch of HM Revenue & Customs
- ii tax returns where HM Revenue & Customs levy a penalty or claim interest or which contain negligent misstatements
- iii a business or venture for the **insured's** gain
- iv where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements
- v any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland.

but the **insurer** will not pay for claims arising from or relating to

- i a condition, illness or disease which develops gradually over time
- ii mental injury, nervous shock, depression or psychological symptoms where the **insured** has not sustained physical injury to their body
- iii defending any dispute other than defending an appeal.

but the **insurer** will not pay for claims arising from or relating to

- i a contract dispute
- ii defending any dispute other than an appeal.

Special conditions

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can cancel this section of the **insured's policy**, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs and expenses** from the **insured** if this happens.

1 The insured's responsibilities

An **insured** must

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

2 Freedom to choose an appointed advisor

- a In certain circumstances as set out in 2b below the **insured** may choose an **appointed advisor**. In all other cases, no such right exists and **we** shall choose the **appointed advisor**.
- b The **insured** may choose an **appointed advisor** if
 - i **we** agree to start proceedings or proceedings are issued against an **insured**, or
 - ii there is a conflict of interestexcept where the **insured's** claim is to be dealt with by the **small claims court** where **we** shall choose the **appointed advisor**.
- c Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details.
- d If the **insured** dismisses the **appointed advisor** without good reason, withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, cover will end immediately.
- e In respect of a claim under **incident 5**, Employment disputes, **incident 2**, Contract disputes, **incident 4**, Personal injury or **incident 5**, Clinical negligence, the **insured** enters into a **conditional fee agreement** or the **appointed advisor** enters into a **collective conditional fee agreement**, where legally permitted.

3 Consent

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

4 Settlement

- a The **insurer** has the right to settle the claim by paying the reasonable value of the **insured's** claim.
- b The **insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between the **insured** and an employer or ex-employer under **incident 5**, Employment disputes.
- c The **insured** must not negotiate, settle the claim or agree to pay **legal costs and expenses** without **our** written agreement.
- d If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs and expenses**.
- e The **insured** must settle **communication costs** arising from **incident** an identity theft in the first instance and make a receipted claim to **us** for reimbursement.

5 Barrister's opinion

We may require the **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion, which shall be binding on the **insured** and **us**. This does not affect the **insured's** right under Special Condition 6, Disputes below.

6 Disputes

If any dispute between the **insured** and **us** arises from this section of the **policy**, the **insured** can make a complaint to **us** as described under the 'If you are not satisfied' section of this **policy** and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured** concerns the **insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

Home emergency service

This cover applies automatically unless amended or excluded by **endorsement**, which will be shown on **your schedule**.

This section states the cover **we** provide for the Home Emergency Service, what is not covered (exclusions) and how **we** will pay any claims. Please also refer to the Policy Conditions and the Policy Exclusions, which apply to this section.

The **insurer** for this section is Brit Syndicate 2987 at Lloyd's on behalf of whom ARAG plc administers claims.

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

How we can help

If **you** have an unforeseen emergency in **your home**, please contact **us** on **0344 571 5185** as soon as possible and within 48 hours of becoming aware of the problem, providing **your** name, address, postcode and the nature of the problem.

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

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

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

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

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

The meaning of certain words and phrases

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

Central heating boiler

A boiler

- located in **your home**, and
- which has been serviced no more than twelve months prior to the date of **your home emergency**.

Contractor

The contractor or tradesperson chosen by **us** to respond to **your home emergency**.

Emergency costs

Up to a maximum of £750 for all claims arising from the same originating cause for

- 1 costs reasonably and properly charged by the **contractor** for their call out charge, labour costs and the cost of replacement parts or repair materials
- 2 alternative accommodation costs incurred under **incident 9**.

Home

Your main residence and a second, weekend and/or holiday home used or lived in by **you**, and/or used as holiday accommodation by anyone else with **your** consent, all situated within the **United Kingdom**.

Home emergency

A sudden, unexpected event that clearly requires immediate action in order to

- 1 prevent **damage** or avoid further **damage** to the **home**
- 2 render the **home** safe or secure
- 3 restore the main services to the **home**
- 4 alleviate any health risk to **you** or anyone else using the **home** for holiday accommodation with **your** consent.

Insurer

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000).

Vermin

Brown or black rats, house or field mice and wasps' or hornets' nests.

We/us/our

ARAG plc (or appointed agents on its behalf) who are authorised under a binding authority agreement to administer this insurance on behalf of the insurer, Brit Syndicate 2987 at Lloyd's.

How we will pay your claim(s) and for how much

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

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

Cover

You are insured for the unforeseen **incidents** shown below and in the following pages that occur during the **period of insurance**

Exclusions

but the **insurer** will not pay for

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

Home emergency service

Cover

- 1 **Roof damage**
Damage to the roof of the **home** where internal **damage** has been caused or is likely to be caused.
- 2 **Plumbing and drainage**
Sudden **damage** to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipework located within the **home**, which results in a **home emergency**
- 3 **Main heating system**
The total failure or complete breakdown, whether or not caused by accidental **damage**, of the main heating system (including a **central heating boiler**, all radiators, hot water pipes and water storage tanks) in the **home**, which results in a **home emergency**
- 4 **Toilet unit**
Breakage or mechanical failure of the toilet bowl or cistern resulting in the complete loss of use.
- 5 **Domestic power supply**
The failure, whether or not caused accidentally, of the **home's** domestic electricity or gas supply
- 6 **Home security**
Damage (whether or not accidental) or the failure of external doors, windows or locks which compromises the security of the **home**.
- 7 **Lost keys**
The loss or theft of the only available keys, if **you** cannot replace them to gain access to the **home**
- 8 **Vermin infestation**
Vermin causing **damage** inside the **home** or a health risk to **you**.
- 9 **Alternative accommodation costs**
Your overnight accommodation costs including transport to such accommodation following a **home emergency** that makes the **home** unsafe, insecure or uncomfortable to stay in overnight.

Exclusions

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

but the **insurer** will not pay for claims relating to boilers with an output over 60Kw/hr.

- but the **insurer** will not pay for claims arising from
- i the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply (other than disconnection by the **contractor**)
 - ii **your** failure to purchase or provide sufficient gas, electricity or other fuel source.

but the **insurer** will not pay for claims arising from **damage** caused by gaining access to the **home**.

Special conditions

These conditions, as well as the Policy Conditions, apply to the Home Emergency Service section of **your policy**. Failure to keep to any of these conditions may lead the **insurer** to cancel this section of **your policy**, or refuse to pay a claim. The **insurer** also reserves the right to recover **emergency costs** from **you** if this happens.

1 Your responsibilities

You must

- a not do anything that hinders **us** or the **contractor**
- b tell **us** as soon as possible and within 48 hours of first becoming aware of a **home emergency**
- c tell **us** immediately of anything that may materially alter **our** assessment of the claim
- d cooperate fully with the **contractor** and **us**
- e provide **us** with everything **we** need to help **us** handle the claim
- f take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
- g minimise any **emergency costs** and try to prevent anything happening that may cause a claim
- h allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation
- i be able to prove that the **central heating boiler** has been serviced within twelve months prior to a **home emergency** claim.

2 Our consent

We must give **you our** consent to incur any **emergency costs**. The **insurer** does not accept any liability for **emergency costs** incurred without **our** consent.

3 Settlement

You must not settle the **contractor's** invoice or agree to pay **emergency costs** that **you** wish to claim for under this insurance without **our** agreement.

4 Call out and labour charges

When settling **contractor's** call out charge and labour costs, unless stated otherwise on the **contractor's** invoice **we** will determine that the call out charge covers the cost of the **contractor** attending **your home** and disallows any time spent diagnosing the fault that has caused the **incident**. Any inspection time that is required to trace, access or identify the cause of the **incident** will be settled on the basis that the time is charged as labour costs.

NOTES

A series of horizontal dashed lines for taking notes.

longitude policy

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