

Your Executive Plus Policy

Private Client Insurance

A specialist policy designed for high value homes and contents



Policy Booklet
May 2018

CO
vea Insurance

Introduction

Thank you for insuring your home with Covéa Insurance.



James Reader

Chief Executive Officer
Covea Insurance plc

Registered in England and Wales
No. 613259 Registered Office:
Norman Place, Reading RG1 8DA.

We are delighted that you chose Covéa Insurance to insure your home, contents and valuables. We hope that you are happy with your cover and the service we provide.

Please make sure you read this document to make certain you are aware of all the cover and benefits that this policy can offer, and to ensure that the policy is right for you.

Before you do anything else, please ensure that you have checked the following documents carefully:

- Your schedule
- Your statement of fact

These documents, and any endorsements we send you, form the contract between you and us.

Check all the information you have provided us with is correct in your statement of fact. If any information is incorrect, please tell your insurance broker or advisor straight away as this could affect your insurance cover.

Check your cover. If the policy does not provide you with the insurance cover you want, please contact your insurance broker or advisor straight away.

Please ensure that you read the general conditions and general exceptions sections of this document carefully as they contain important information which will apply to all sections of your policy.

Should you need to make a claim against your policy please refer to page 5 of this document.



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Please refer to your schedule for details of your cover.



Helplines

Home Emergency	A 24 hour Helpline operated by Cunningham Lindsey UK that provides a callout service for emergency repairs. Please see full details on pages 39-41.	0330 134 8162
Glass Breakage	A 24 hour Helpline operated by Glassolutions Installation that provides a glass and frame replacement / repair service. Provided that this is covered by your policy, the cost will be paid direct by us less the excess.	0333 003 3388
Legal Advice	<p>A 24 hour Helpline operated by DAS Law Limited* that will provide you and your family with confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday excluding public and bank holidays. If you call outside these times, we will call you back.</p> <p>*DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113). Registered in England and Wales under registration No. 5417859.</p> <p>Website: www.daslaw.co.uk DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL.</p>	0330 134 8193
Tax Advice	A Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you and your family with confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisors 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, we will call you back.	0330 134 8193
Health & Medical Information Service	A Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you with assistance and information (non diagnostic) on health and fitness matters. Health & medical information is provided by qualified nurses 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, we will call you back.	0330 134 8193
Counselling Service	A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Limited giving you access to qualified counsellors who will provide support in dealing with worrying matters that are causing you concern.	0330 134 8165

Please note that calls (except those to the Counselling Service) may be monitored or recorded to ensure the accuracy of information and the quality of service. Please refer to your schedule for details of your cover.

Making a Claim

Before you get in touch it will help us if you have:

- your policy number
- details of how the incident occurred
- information regarding the damage

What to do if the worst happens...

You may first wish to contact your insurance advisor or broker for advice or help with your claim, but you can of course contact us directly 24 hours a day, 365 days a year.

To make a claim please contact [0333 130 4586](tel:03331304586)

For claims under sections **5b**, **5c** and **5d** please use the following contact details:

- Home Emergency [0330 134 8162](tel:03301348162)
- Legal Protection [0330 134 8193](tel:03301348193)
- Home Cyber [0333 130 4587](tel:03331304587)

Or report your claim via email
claimspost@coveainsurance.co.uk

Or write to us
Covéa Insurance
Property Claims
50 Kings Hill Avenue,
Kings Hill, West Malling,
Kent ME19 4JX

Our commitment to you

No-one wants to make a claim, but it's our job to make it as easy and hassle-free as possible when you do. As part of our multi-award winning claims service, we make the following commitments to you:

- No claim forms to complete
- Response to all queries within one working day
- Your own experienced and dedicated Claim Manager who will personally manage your claim through to settlement
- Choice of your own contractor or supplier, or allow us to assign our own specialists if you prefer
- We will pay your claim within one working day of agreeing the settlement amount.

Important

Where applicable, please refer to the Basis of Claims settlement under each section for details of how we will settle your claim.

Further advice

- ✓ Take all reasonable precautions to prevent loss, injury or damage
- ✗ Do not negotiate, admit or repudiate any claim without our written consent
- ✗ Do not dispose of any damaged items as they may be needed for inspection

Helpful Hints

Avoid being a victim of crime

Most household burglaries are committed by opportunists. By taking some relatively simple steps you can decrease the chances of a break-in and make your home safer.

- Make sure you have locks on all doors and windows.
- By having an alarm installed you should increase security.
- Keep cash, keys, credit cards and any portable high risk items out of sight.
- When you are away on holiday, use time switches so the home looks occupied.
- Always ensure bicycles are locked securely to a permanent structure.
- Be aware of bogus officials and don't allow anyone to enter your property without first checking their identity.

Dealing with burst pipes and leaks

Reduce the risk of burst pipes and leaks by:

- leaving the heating on a minimum of 15°C;
- insulating all pipes including those in the attic as these pipes are the most likely to freeze;
- insulating your cold water tank;
- opening the loft hatch so warm air can circulate to help prevent freezing in cold weather spells;
- making sure you can locate your mains water supply and that you know how to turn it off;
- turning off water supply to outside taps; and
- having emergency contact details readily to hand.

Storm Damage

- Regularly check the condition of all roofs including garages, sheds and flat roofs for signs of wear and tear.
- Keep gutters, gullies and drains clear to carry water away quickly and efficiently.
- Be mindful of low hanging tree branches which could cause damage in high winds.

Flood advice

- Be aware of Met Office / Environmental Agency warnings
- If there is a risk of flooding, try to move as many possessions into upstairs rooms as possible.
- If you have been flooded, don't enter your property until the mains electricity has been turned off and never use electrical appliances that may be wet. Gas can get trapped in a building after a flood, so use a battery powered torch and never use open flames to see your way.

Carbon Monoxide

Carbon monoxide is a colourless, odourless poisonous gas, which makes it difficult to detect. Symptoms of carbon monoxide poisoning include tiredness, drowsiness, headaches and breathlessness. Take some basic precautions to ensure you're safe:

- Never use a gas appliance if it's not working properly. Signs to look out for are:
 - yellow or orange flames;
 - soot stains around the appliance; and
 - a pilot light that frequently blows out.
- Gas appliances should be serviced regularly by a Gas Safe Registered engineer.
- If you live in rented accommodation your landlord has a legal duty to carry out an annual safety check. They must provide you with a copy of the completed gas safety check certificate.
- Install a carbon monoxide detector. Check it complies with British Standard EN 50291 and carries a British or European approval mark.

Helpful Hints

Fire Prevention

- Smoke detectors are important safety devices. Fit detectors in prominent places in your home and check the batteries on a regular basis.
- Have the chimneys swept regularly and if you have open fires always use a fireguard.
- Never leave hot fat or oil when cooking. If a pan does catch fire, cover it with a fire blanket or damp cloth – don't use water.
- Gas appliances should be serviced regularly by a Gas Safe Registered engineer.
- Do not tape up electric cables as they can be dangerous and should always be replaced.
- Be careful not to overload plugs. You should fit no more than one plug per socket; use an extension lead if you need to fit more.
- Ensure smoking materials are properly extinguished/discarded.

Important

For further information on risk prevention, or details of specialist risk prevention firms, please contact your insurance broker.

Additional Policy Features

Did you know...

As an Executive Plus client you are entitled to many significant additional policy features designed to suit your needs and your lifestyle.

Whether extra support in the event of a claim, or bespoke solutions for helping you and your family manage your property and possessions, your Executive Plus policy has been tailored to help you when it really matters.

Should the worst happen...

You could utilise the following benefits...

- A suite of family protection and assistance covers
- Up to £5,000 for the installation of flood or leak detection...
(see pages 15 and 25 for full terms and conditions)
- Unlimited replacement for locks and keys if lost or stolen...
(see pages 15 and 26 for full terms and conditions)
- Up to £50,000 if you're the target of credit card fraud...
(see page 38 for full terms and conditions)
- Up to £50,000 towards environmental home upgrades...
(see page 24 for full terms and conditions)
- £500 excess deduction if claim free with us for three years and/or net settlement cost of claim is over £10,000...
(see pages 19 and 29 for full terms and conditions)

Understanding your lifestyle...

- Worldwide, all risks cover
- Valuation services available for your buildings, contents, art, antiques and jewellery
- Cover during building works on your property up to £150,000
(see page 25 for full terms and conditions)
- Cover available for your property portfolio, including rental properties, holiday homes and overseas homes
- Golf – cover for replacement clubs if abroad, liability for property damage and £500 hole-in-one benefit
- Fine art – cover for unfinished commissions, defective title and loss-in-value if restoration required.

Assistance and Complaints Procedure

What to do if the worst happens...

At Covéa Insurance it is always our intention to provide a first class service to our customers. However, we do appreciate that occasionally things go wrong. In some cases your broker will be able to resolve any concerns and you should contact them directly. Alternatively, please follow the steps below to contact the correct department.

For full details of our complaints procedure, please contact us. Or you can download a copy from our website at www.coveainsurance.co.uk/complaints

If you are not satisfied with the service we have provided under sections 1, 2, 3, 4, 5a or 5d, please tell us so that we can do our best to resolve the problem. You can contact us in the following ways:

by phone on
[0330 134 8161](tel:03301348161)

by email at
information@coveainsurance.co.uk

or you can write to us at
The Customer Services Manager, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4JX

If you have a complaint under the following covers please refer to the relevant policy section.

- Home Emergency (page 41)
- Legal Protection (page 51)

All calls may be recorded for training and monitoring purposes.

Alternatively please contact your insurance broker or advisor.

You may be eligible to refer your complaint to the Financial Ombudsman Service.

For further details, they can be contacted as follows:

Write to:
[The Financial Ombudsman Service, Exchange Tower, London, E14 9SR](mailto:complaint.info@financial-ombudsman.org.uk)

Phone:
[0300 123 9123](tel:03001239123) from a mobile or [0800 023 4567](tel:08000234567) from a landline

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

Website:
www.financial-ombudsman.org.uk

Your legal rights are not affected if you take any of the steps shown above.

Further assistance?

We are able to provide, upon request, audio format, large print and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner. Alternatively, if you have hearing or speech difficulties and have access to a text telephone you can call any of our numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID). Should you need assistance from someone else to assist in transacting business on your behalf then you can add an authorised person to your policy to do this. For further information on how to do this, please contact your insurance broker or advisor.

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in the policy (including Section 5), unless stated otherwise. The additional covers under Section 5 may contain additional words and expressions with meanings specific to those Sections.

act of terrorism

an act or threatened act of persons acting alone or on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and:

- involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or a threat thereof and
- is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage-taking and
- is committed for political, religious, ideological, ethnic or other similar purposes

art and antiques

individual items, collections and sets that have artistic or historical value, are rare or unique and are used solely for domestic purposes, all belonging to **you** or **your family** or for which **you** or **your family** are legally responsible including

- antique and designer furniture
- paintings, drawings, etchings, maps, prints, photographs, books and manuscripts
- tapestries and rugs
- clocks and barometers
- statues and sculptures
- stamps, coins, medals, collectables and other fine art
- china, glassware and porcelain
- household gold, platinum, pewter and silverware including plated items
- guns

bodily injury

death, injury, illness, disease or shock (this definition does not apply to Section 5c)

buildings

the **home** and its walls, fences, gates, hedges, permanent fixtures and fittings, alarm systems, driveways, paths, steps, terraces, patios, permanently installed swimming pools and hot tubs, ornamental ponds, fountains, swimming pool covers and accessories, hard tennis courts, solar panels and associated power-generating equipment, wind turbines used for domestic purposes and service tanks all on the same site including the underground services, inspection hatches and covers all supplying **your home**

business equipment

office furniture and office equipment, supplies and stock, all owned by **you** or **your family** and used in connection with **your** business or employment

Definitions

contents

the following property that is solely used for domestic purposes and **business equipment**, all belonging to **you** or **your family** or for which **you** or **your family** are legally responsible and normally kept at **your home**

- household goods, furniture and furnishings and personal effects
- children's battery powered ride on vehicles, motorised or pedestrian controlled gardening equipment, power assisted pedal cycles, electric wheelchairs, Class 1 or Class 2 mobility scooters and golf buggies
- quad bikes that do not require a Road Traffic Act Certificate of Insurance
- go-karts and off-road motorcycles with an engine size of 50cc or less
- **tenants' improvements**
- fixtures, fittings and interior decorations for which **you** or **your family** are legally responsible as occupier and not as owner
- aerials, satellite dishes and CCTV equipment
- trailers and non-motorised horse-boxes
- surfboards and hand or wind propelled watercraft not exceeding 12 feet in length and its associated equipment
- **art and antiques**
- **jewellery and watches** up to £15,000 in total
- **outdoor items**

credit cards

credit, debit, charge, store and cash point cards all belonging to or held by **you** or **your family** solely for private purposes

credit reference agency(ies)

the UK's three **credit reference agencies**: Equifax, Experian and Callcredit

damage

physical loss, destruction or damage unless otherwise excluded

domestic employee

any person who carries out paid domestic duties for **you** within the **territorial limits**, other than in connection with **your** business

drone

a small unmanned aerial vehicle owned by **you** or **your family** used for recreational purposes

endorsement

any variation in the terms, conditions and/or exclusions of **your** policy

excess

the first part of a claim, which **you** must pay. More than one excess can apply to **your** policy as shown in your **schedule**

home

the private dwelling, garages, domestic outbuildings and greenhouses at the risk address(es) shown in the **schedule**

Definitions

jewellery and watches	<ul style="list-style-type: none">• items that are worn or intended to be worn and made of gold, silver, platinum or other precious metals and/or set with precious or semi-precious stones• watches all belonging to you or your family , or for which you or your family are legally responsible
operative sections	those sections which you have selected and for which cover is provided under this policy
outdoor items	garden statuary, garden furniture, swings, slides and climbing frames, flower containers and urns all kept in the garden of your home either temporarily or permanently
period of insurance	the length of time the insurance is in force as shown in your schedule
personal money	cash, bank and currency notes, cheques, money and postal orders, bankers' drafts, current postage stamps, saving stamps and certificates, premium bonds, travellers' cheques, travel tickets, ski passes and vouchers with a fixed monetary value and pre-loadable currency cards all belonging to you or your family solely for private purposes
schedule	this forms part of the policy and contains details of the persons insured, the period of insurance , amounts insured for each section and any endorsement applying to the policy
tenants' improvements	improvements, alterations and decorations which have been undertaken to your home either by you or a previous occupier, as tenant and for which you are legally responsible as occupier of the buildings
territorial limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
unoccupied	when your home is <ul style="list-style-type: none">• insufficiently furnished for normal living purposes for more than 60 consecutive days or• not lived in by you or your family or by any adult person with your permission for more than 60 consecutive days
we/us/our/Company	Covea Insurance plc
you/your/insured	the person or persons named in the schedule as the Insured
your family	your spouse, partner, children, foster children, parents and other relatives, permanently living with you .

Contents, Art and Antiques

This section goes from page 13 to page 20. Please make sure you read the whole section.

What you are covered for

1. Contents, art and antiques

The **contents, art and antiques** are insured against loss or **damage** whilst at **your home** or anywhere in the world unless otherwise stated.

2. Additional Homes

We will pay for loss of or **damage** to

- **contents, art and antiques** at a private residence which **you** own or live in, and/or
- **art and antiques** at a business premises normally used by **you**

within the **territorial limits** and not listed in the **schedule** provided that such property is not otherwise insured and that **you** advise **us** within 90 days of first owning or occupying the additional residence and/or business premises, whichever occurs first. **You** must also pay **us** any additional premium that may be required. **We** reserve the right not to insure the **contents, art and antiques** at the additional residence or apply terms, at the point **we** are advised.

For the purposes of this Cover, the definition of '**home**' is deemed to include the private dwelling, garages and domestic outbuildings of any such additional residence.

The maximum **we** will pay is 25 % of the sum insured for **contents, art and antiques** up to £100,000 in total.

3. Alternative accommodation and rent

If **your home** is made uninhabitable as a direct consequence of loss or **damage** to the **contents** by any cause insured by this section **we** will pay

- the cost of necessary and comparable alternative accommodation (subject to **our** prior approval) for **you, your family, your** domestic pets and horses
- the cost for the temporary storage of **your** furniture
- any rent which **you** may still have to pay
- any rent which ceases to be payable to **you** if **you** rent out all or part of **your home**

4. Death of artist

We will pay for the increased value of art where such increase is due to the death of the artist provided that the artist's death occurs within 6 months prior to the date of any loss or **damage**. The maximum amount **we** will pay for any one piece of art is up to 200 % of its sum insured and up to £100,000 in total.

5. Defective title

If it is proven that an item of **art or antiques** insured under this section is not rightfully **yours** and **you** are legally obliged to return it to its rightful owner, **we** will pay

- the purchase price of the item or, if less, the sum insured shown for the item in the **schedule**
- any charge placed on the item prior to **your** purchase of which **you** were unaware and are legally liable to pay.

Provided that:

- the item was purchased by **you** during the period that **we** have continuously insured **your art and antiques**
- **you** advise **us** about the claim during the **period of insurance**
- **you** can show **us** that **you** made reasonable enquiries about the provenance of the item prior to **your** purchase
- the item was not inherited by **you** or given to **you** as a gift

The maximum amount **we** will pay is £100,000 during any one **period of insurance**

Contents, Art and Antiques

6. [Dependent parents or grandparents' possessions](#) **We** will pay for loss or **damage** to **contents** belonging to **your** dependent parents or grandparents who are residing in a nursing or residential care **home**.
7. [Event cover](#) **We** will pay up to £50,000 for loss or **damage** to marquees and associated equipment owned by **you** or which **you** have temporarily hired and are legally responsible for, providing that it is not insured elsewhere.
- We** will pay up to £50,000 per **period of insurance** for unrecoverable expenses which **you** have already paid or are legally liable to pay following the unavoidable cancellation of a wedding due to take place at **your home** for **you** or **your family** as a result of a sudden or accidental event beyond your control.
- In the event of a claim, **you** must prove to **us** that **you** have paid or legally have to pay and are unable to recover the expenses of the event at **your home**.
8. [Forced evacuation](#) If **you** or **your family** are prevented from accessing **your home** by a local authority following loss or **damage** having occurred to a neighbouring property that would have been covered had it been insured under the terms and conditions of this policy, **we** will pay up to £10,000 for essential replacement **contents** purchased by **you** or **your family**
9. [Gifts](#) **We** will pay for loss of or **damage** to **contents, art and antiques** purchased as gifts (other than gift vouchers) for a birthday, wedding, anniversary, religious or other event celebrated by **you** or **your family** for the period from one month before until one month after the event.
10. [Golfers' cover](#) **We** will cover **you** for the following additional expenses incurred whilst playing golf at a golf club
- In the event of a hole in one being achieved by **you** in an official golf competition, **we** will pay £500. The scorecard must be authenticated by the club secretary and submitted to **us** in the event of a claim.
 - **We** will pay up to £50 per day (subject to a maximum of £500) for the necessary hire of replacement golf clubs following loss or **damage** to **your** clubs, or any that **you** may have hired or borrowed, whilst **you** are playing golf outside of the territorial limits. An invoice for the cost of the hire must be submitted to **us** in the event of a claim.
11. [Guests and domestic employees' personal property](#) **We** will pay for loss of or **damage** to **contents** in **your home** belonging to guests or non-resident **domestic employees** provided such **contents** are not otherwise insured. The maximum amount **we** will pay for any one article is £5,000.
12. [Household removal](#) **We** will pay for loss or **damage** to **contents, art and antiques** occurring during the course of a household removal within the **territorial limits** provided that
- it is undertaken by a professional removal contractor
 - any claim for loss or **damage** caused by theft or attempted theft involves force and violence to gain entry to or exit from the removal vehicle.
13. [Memorial stones](#) **We** will pay for loss or **damage** to a memorial stone or plaque in memory of **your** parent, spouse, partner or child located within the **territorial limits** up to £5,000.

Contents, Art and Antiques

14. Metered water, heating oil or gas **We** will pay the cost of additional metered water charges or the cost of oil or liquid petroleum gas (LPG) lost from the fixed domestic water or heating installation at **your home**, provided that **your home** is not **unoccupied**.
15. New purchases **We** will pay for loss of or **damage** to **contents, art and antiques** that are newly purchased provided **you** inform **us** within 60 days of the purchase and pay any additional premium required. The maximum amount **we** will pay is 25 % of the total sum insured under this section.
16. Outdoor items **We** will pay for loss of or **damage** to **outdoor items** whilst in the garden of **your home** up to £10,000 for any single item unless otherwise stated in the **schedule**.
17. Personal money **We** will pay up to £10,000 for loss of or **damage** to **personal money** occurring anywhere in the world, provided that
- the loss is reported to the Police within 24 hours of discovery
 - it is not held for business or professional purposes
 - it is not held in storage
 - the loss is not as a result of:
 - theft from an unattended vehicle
 - depreciation or confiscations, loss of value or shortages due to your error or omission.
18. Preventative measures **We** will pay up to £5,000, including survey costs, towards the cost of installing at **your home**, either
- a) a water leak detection and prevention system following a claim under this policy for loss or **damage** caused by the escape of water from the mains domestic water or heating installation, or
 - b) a flood prevention system following a claim under this policy for loss or **damage** caused by flood or by flooding resulting from storm provided that
 - the net final settlement cost of **your** claim is greater than £20,000 (before the application of this additional benefit)
 - **you** did not have such a device installed at **your home** prior to the loss
 - this has **our** prior approval, which **we** will agree and decide during the claims settlement process.
19. Reinstatement of documents **We** will pay the cost of replacing lost or damaged deeds, bonds, securities or similar private documents.
20. Removal of damaged contents Following loss or **damage** to the **contents** covered by this section **we** will, subject to **our** prior approval, pay for costs that are necessarily incurred in removing the debris of any damaged **contents**.
21. Replacement locks and keys If the keys to **your home** are accidentally lost or stolen **we** will pay for the cost of purchasing and installing any external door and window locks, key operated alarm switches, safe locks, gate or garage door security mechanism and the replacement of any such keys.
For the purposes of this Cover a 'key' will include key fobs and other remote controlled devices used for security purposes.

Contents, Art and Antiques

22. Reward

We will pay up to £10,000 to anyone (other than **you**, **your family** or the Police) for information which leads to the arrest and subsequent conviction of any person(s) who commits an illegal act which results in an admissible claim under this policy.

23. Stabling Costs

We will pay up to £5,000 towards the cost of comparative alternative stabling if any stables away from **your home** where **your** horse(s) is/are kept are unable to accommodate **your** horse(s) following loss or **damage** by any cause insured by your policy, provided that the stables are within the territorial limits.

24. Student's course and residential fees

We will pay up to £35,000 for any unrecoverable course fees, exam fees and/or term time residential fees for any student member of **your family** which **you** have already paid or are legally liable to pay following enforced cancellation or early withdrawal of the student member of **your family** from their course as a result of their death or becoming incapacitated due to a sudden and unforeseen accident or long-term illness.

We will also pay for additional costs incurred should the student member of **your family** have to undergo a further year of study if they were prevented from taking their exams as a result of them becoming incapacitated due to a sudden and unforeseen accident or long-term illness.

25. Unfinished Commissions

We will pay up to £100,000 for non-recoverable deposits which **you** have paid for any commissioned works of art which cannot be completed due to the death of the commissioned artists within the **period of insurance** provided that

- **you** commissioned and paid any deposits for the works of art during the period that **we** have continuously insured **your art and antiques**
- **you** advise **us** about the claim during the **period of insurance**.

Contents, Art and Antiques

What you are not covered for

1. the amount of the **excess(es)** stated in the **schedule**
2. loss or **damage** caused by
 - theft or attempted theft
 - by deception unless deception is used solely to gain entry to **your home**
 - where property is obtained by any person using any form of payment or means which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason
 - of motorised garden and agricultural equipment, quad bikes, go-karts or off-road motorcycles between the hours of 21:00 and 06:00 unless from a locked building
 - of trailers and non-motorised horse-boxes unless secured with an anti-theft device when left unattended
 - faulty workmanship, defective design or use of defective materials
 - wet or dry rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
 - storm, flood or frost to **contents** left temporarily or permanently in the open other than **outdoor items**, aerials, satellite dishes or marquees and associated equipment
 - electrical or mechanical breakdown other than where this involves deterioration of food in **your** freezer(s)
3. loss of or **damage** to
 - motor vehicles, motorcycles, caravans, aircraft and watercraft (other than as defined under **contents**) and their respective accessories other than portable satellite navigation systems and professionally fitted electric vehicle charging stations, power units and associated leads
 - **drones**
 - exceeding 2kg in weight
 - whilst being raced
 - whilst being used for any commercial purpose
 - radios and other audio and telephone equipment installed in or on any motor vehicle unless specified
 - quad bikes, go-karts or off-road motorcycles
 - whilst being driven by anyone under the age of 17
 - whilst being used outside of the boundaries of **your home**
 - whilst being used for any purpose other than gardening and estate management, incidental farming and horse or pet care
 - if left unattended either temporarily or permanently in the open
 - watercraft (as defined under **contents**)
 - whilst being used for racing, speed testing or in any slalom event or in white water
 - protective covers or sails that are split by the wind
 - if not stored ashore when not being used
 - sports equipment while taking part in professional sport
 - wine resulting from
 - mysterious disappearance, evaporation or gradual leakage
 - the failure of any temperature controlling device
 - climatic conditions, cork fly or inherent vice
 - conversion, misappropriation or failure to keep proper records by any supplier

Contents, Art and Antiques

What you are not covered for continued...

4. loss or **damage to contents**, other than **art and antiques**, caused by or during the process of repairing, restoring, renovating, treating, cleaning, washing, dyeing, installation, adjustment or dismantling.
5. loss or **damage** occurring whilst in storage
 - unless removed to a commercial storage facility
 - unless any theft or attempted theft involves force and violence to gain entry or exit
 - if the period of storage is greater than 60 days (unless **you** have agreed this with **us** and paid any additional premium required)
6. loss or **damage to jewellery and watches** from any unattended motor vehicle unless all windows are closed, all doors and other openings are securely locked shut and items of **jewellery and watches** are kept hidden from view either in the boot, closed glove compartment or elsewhere inside the vehicle where it cannot be seen from the outside.
7. loss or **damage** when **your home** is **unoccupied**, caused by
 - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance unless, prior to **your home** being **unoccupied**
 - **you** had set the central heating system to operate continually at a minimum temperature of 15 degrees centigrade during the months from November to March inclusive or **you** had shut off and drained fixed water and heating installations, or
 - **you** had informed **us** and **we** agreed an alternative arrangement with **you** beforehand
8. loss or **damage** when **your home** is insufficiently furnished for normal living purposes, caused by
 - theft or attempted theft
 - malicious acts or vandalism
9. loss or **damage**, when **your home** or any part is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit
10. any subsequent loss of profits or turnover resulting from any cause following loss of or **damage to business equipment**.

Inflation protection

The sums insured stated in the **schedule** for this section are index linked and will be adjusted each month in line with a suitable index chosen by us. At each renewal, the premium will be calculated on the adjusted sums insured.

Basis of claims settlement

The total sums insured on **contents, art and antiques** must represent the full market value or the cost of replacement, whichever is the greater.

Provided the total sums insured are adequate, **we** will at **our** discretion either pay the cost of repairing or replacing as new or **we** will replace as new. Alternatively, **we** may agree to a settlement in cash.

Contents, Art and Antiques

Basis of claims settlement continued...

Excess

We will deduct the amount of any applicable **excess** shown in the **schedule**. However, the **excess** will not apply to claims made under Covers 3, 5, 9, 10, 11, 13, 17, 18, 20, 21, 22, 23, 24 or 25

- for loss or **damage** to frozen food
- for loss or **damage** to items of **art and antiques** unless we have imposed an increased **excess** by **endorsement** in the policy **schedule** which applies to the claim.

The **excess** will be reduced by £500 (or waived if less than £500) if

- the net final settlement cost of **your** claim is greater than £10,000, and/or
- the claim is **your** first claim under this policy after being continuously insured with **us** for 3 years or more without making a claim.

However, the **excess** will not be reduced (or waived) if we have imposed an increased **excess** by **endorsement** in the policy **schedule** which applies to the claim.

Specified items and agreed values

If an item specified under this section is totally destroyed or irrecoverably lost or is declared a constructive total loss by **us**, we will replace the item, or pay the sum insured stated against the item in the **schedule**. For an item of **art and antiques** we will, at the time of the loss or **damage**, require that **you** provide **us** with proof of ownership and a valuation by a recognised valuer which is no more than five years old, unless we have already seen and accepted a valuation at the commencement of cover.

If **you** are unable to provide **us** with a valuation as specified above we will base **our** settlement on the current market value of the item or the cost of replacement, whichever is the lesser, at the time of the loss or **damage**.

You will not receive a refund for the proportionate part of the premium paid for the item and **you** will have to pay an additional premium to include cover under this policy for any replacement item.

Extended replacement

We will pay up to 150% of the **contents, art and antiques** sums insured if, at the point of loss or **damage** the market value of **your contents, art and antiques** has increased beyond the sums insured stated in the **schedule**, provided that

- a valuation of your **contents, art and antiques** has been carried out by a recognised valuer, or
- **you** can provide **us** with a valuation by a recognised valuer which is no more than three years old, and
- the sums insured have been maintained by **you** since the date of the valuation to represent the full replacement cost, including any re-evaluations and annual adjustments for inflation and additions

Contents, Art and Antiques

Basis of claims settlement continued...

Partial loss or damage

In the event of partial loss or **damage** to an item of **art and antiques**, we will pay the cost and expense of restoration together with any residual depreciation in value.

Stamp, coin, or banknote collections

In the event of loss or **damage** to a stamp, coin or banknote collection insured by this policy, **our** claim settlement will be based upon the value(s) stated in a current recognised collector's catalogue (e.g. Stanley Gibbons, Spinks or World Paper Money respectively) or the current market value, whichever is the less. The onus of proving value shall be upon **you**.

We will not pay for

- loss or **damage** caused by the process of mounting, dismounting or other work on stamps or banknotes
- loss or **damage** to any stamp, first day or other stamp cover, coin or banknote that is not contained in an album, stockbook or similar collector's portfolio, case or cabinet
- more than £1,000 for any one stamp, first day or other stamp cover, coin or coin set, banknote or banknote set unless more specific details have been lodged with **us**.

The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule** for this section plus index linked increases less the amount of any applicable **excess**, unless extended replacement cover applies. **We** will also pay additional costs incurred under
 - Cover 3 - Alternative accommodation and rent
 - Cover 21 - Removal of damaged **contents**
- any single article, pair, set or collection of **art and antiques** is £25,000
- any quad bike, go-kart or off-road motorcycle is £10,000
- any trailer or non-motorised horse-box is £5,000
- any watercraft as defined under **contents** is £7,500
- supplies and stock used in connection with **your** business or employment is £20,000
- any specified item is the respective sum insured shown in the **schedule**.

Jewellery and Watches

This section goes from page 21 to page 23. Please make sure you read the whole section.

What you are covered for

1. Jewellery and watches

The **jewellery and watches** are insured against loss or **damage** whilst at **your home** or anywhere in the world unless otherwise stated.

2. Defective title

We will pay **you** the purchase price of an item insured under this section or if less, the sum insured shown in the **schedule** for a specified item, if it is subsequently proven that the item is not rightfully **yours** and **you** are legally obliged to return it to its rightful owner.

We will not pay for claims under this Cover

- unless the item was purchased by **you** during the **period of insurance**
- unless **you** advise **us** about the claim during the **period of insurance**
- unless **you** can show **us** that **you** made reasonable enquiries about the provenance of the item prior to **your** purchase
- if the item was inherited by **you** or given to **you** as a gift

The maximum amount **we** will pay is 10 % of the total sum insured under this section or £25,000, whichever is the less.

3. Gifts

We will pay for loss of or **damage** to items of **jewellery and watches** purchased as gifts for a birthday, wedding, anniversary, religious or other event celebrated by **you** or **your family** for the period from one month before until one month after the event.

4. New purchases

We will pay for loss of or **damage** to items of **jewellery and watches** that are newly purchased provided **you** inform **us** within 60 days of the purchase and pay any additional premium required. The maximum amount **we** will pay is 25 % of the total sum insured under this section.

What you are not covered for

1. the amount of the **excess(es)** stated in the **schedule**
2. loss or **damage** caused by
 - theft or attempted theft by deception unless deception is used solely to gain entry to **your home**
 - theft or attempted theft where property is obtained by any person using any form of payment or means which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason
 - faulty workmanship, defective design or use of defective materials
 - wet or dry rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
 - electrical or mechanical breakdown
3. loss of or **damage** to
 - **jewellery and watches** whilst in storage
 - **jewellery and watches** that are held or used for business or professional purposes

Jewellery and Watches

What you are not covered for continued...

4. loss or **damage** caused by or during the process of repairing, restoring, renovating, treating, cleaning, washing, dyeing, installation, adjustment or dismantling
5. loss or **damage** to **jewellery and watches** from any unattended motor vehicle unless all windows are closed, all doors and other openings are securely locked shut and any property insured by this section is hidden from view either in the boot, closed glove compartment or elsewhere inside the vehicle where it cannot be seen from the outside
6. loss or **damage** when **your home** is **unoccupied**, caused by
 - theft or attempted theft unless all locks, bolts and other security devices are in full and effective operation and keys are removed from locks
 - malicious acts or vandalism unless agreed by **us**
 - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance unless, prior to **your home** being **unoccupied**
 - **you** had set the central heating system to operate continually at a minimum temperature of 15 degrees centigrade during the months from November to March inclusive or **you** had shut off and drained fixed water and heating installations, or
 - **you** had informed **us** and **we** agreed an alternative arrangement with **you** beforehand
7. loss or **damage**, when **your home** or any part is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit.

Inflation Protection

The sums insured stated in the **schedule** for this section are index linked and will be adjusted each month in line with a suitable index chosen by us. At each renewal, the premium will be calculated on the adjusted sums insured.

Basis of claims settlement

The total sum insured on **jewellery and watches** must represent the full market value or the cost of replacement, whichever is the greater.

Provided the total sum insured is adequate, **we** will at **our** discretion either pay the cost of repairing or replacing as new or **we** will replace as new. Alternatively, **we** may agree to a settlement in cash.

Excess

We will deduct the amount of any applicable **excess** shown in the **schedule**.

Jewellery and Watches

Basis of claims settlement continued...

Specified Items and Agreed values

If an item specified under this section is totally destroyed or irrecoverably lost or declared a constructive total loss by **us**, **we** will replace the item, or pay on the sum insured stated against the item in the schedule.

We will at the time of the loss or **damage**, require that **you** provide **us** with proof of ownership and a valuation by a National Association of Jewellers registered valuer which is no more than five years old, unless **we** have already seen and accepted a valuation at the commencement of cover.

If **you** are unable to provide **us** with a valuation as specified above **we** will base **our** settlement on the current market value of the item or the cost of replacement, whichever is the lesser, at the time of the loss or **damage**.

You will not receive a refund for the proportionate part of the premium paid for the item and **you** will have to pay an additional premium to include cover under this policy for any replacement item.

Extended replacement

We will pay **you** up to 150% of the jewellery sum insured if, at the point of loss or **damage**, the market value of your jewellery has increased beyond the sums insured stated in the schedule, provided that

- **you** can provide **us** with a valuation by a National Association of Jewellers registered valuer which is no more than three years old, and
- the sum insured has been maintained by **you** since the date of the valuation to represent the full replacement cost, including any re-evaluations and annual adjustments for inflation and additions.

Partial loss or damage

In the event of partial loss or **damage**, **we** will pay the cost and expense of restoration together with any residual depreciation in value.

The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule** for this section plus index linked increases less the amount of any applicable **excess**, unless extended replacement cover applies
- any single article, pair, set or collection of **jewellery and watches** is £25,000
- loss or **damage** from any unattended motor vehicle is £25,000
- any specified item is the respective sum insured shown in the **schedule**.

Buildings

This section goes from page 24 to page 29. Please make sure you read the whole section.

What you are covered for

- 1. Buildings**

The **buildings** are insured against loss or **damage**.
- 2. Alternative accommodation and loss of rent**

If **your home** is made uninhabitable as a direct result of loss or **damage** to the **buildings** covered by this section **we** will pay

 - the cost of necessary and comparable alternative accommodation (subject to **our** prior approval) for **you, your family, your** domestic pets and horses
 - any rent which ceases to be payable to **you, if you** rent out all or part of **your home**.
- 3. Architects' and surveyors' fees and other costs**

Following loss or **damage** to the **buildings** covered by this section **we** will, subject to **our** prior approval, pay necessarily incurred

 - architects', surveyors', legal and other fees
 - removal of debris costs
 - additional costs involved in complying with statutory regulations or local authority requirements, other than when loss or **damage** occurs after a notice to comply has been served on **you**.
- 4. Environmental home upgrade**

We will pay up to £50,000, subject to **our** prior approval, towards the cost of installing a solar, wind or geothermal electrical power-generating system following a valid claim under this policy for loss or **damage** to the **buildings**, as part of the repairs to the electrical, heating or water system, provided that

 - the net final settlement of **your** claim will be greater than £20,000 (before the application of this additional benefit)
 - **you** had not previously had a solar, wind or geothermal electrical power-generating system installed at **your home**.

If **we** agree to pay under both this Cover and the 'Preventative measures' Cover within Section 1 or Section 3 as a result of the same incident, the maximum amount **we** will pay towards all upgrade measures will be £50,000.
- 5. Environmental home additional costs**

If, following a valid claim under this policy for loss or **damage** to any solar, wind or geothermal electrical power-generating system, **you** have to purchase **your** electrical power from a power utility company **we** will, subject to **our** prior approval, pay up to £5,000 for additional costs incurred for up to 12 months, including loss of income derived from any **excess** power generated, based upon statistics recorded up to 12 months prior to the date of the loss.
- 6. Fixtures and fittings temporarily removed**

We will pay for loss of or **damage** to fixtures and fittings, that would normally form part of the **buildings**, whilst temporarily removed from **your home** to another building within the **territorial limits** for a period of no more than 60 consecutive days.
- 7. Forced evacuation**

If a local authority prohibits **you** from living in **your home** following loss or **damage** having occurred to a neighbouring property that would have been covered had it been insured under this policy, **we** will, subject to **our** prior approval, pay the cost of necessary and comparable alternative accommodation for **you, your family, your** domestic pets and horses and any rent which ceases to be payable to **you**, up to a maximum period of 12 months.

Buildings

8. Mortgagees' interest

Any act or neglect by **you** or the occupier of **your home**, which increases the possibility of loss or **damage** shall not prejudice the insured interest of the mortgagee provided that

- such act or neglect is entirely without the authority or knowledge of the mortgagee
- as soon as the mortgagee becomes aware of any such act or neglect, written information is forwarded to **us** and any additional premium required is paid.

9. New fixtures and contract works

For the purposes of this Cover 'contract works' is defined as: building works, alteration, extension and/or refurbishment work being undertaken at **your home** by **you** or on **your** behalf, including unfixed site materials for use in connection with such works. **We** will pay up to £150,000 for loss of or **damage** to new fixtures, fittings and/or contract works owned by **you** or for which **you** are responsible, all kept within the boundaries of **your home**, whilst awaiting installation or construction.

We will not pay for any loss or **damage**

- where the cost of all contract works is in **excess** of £150,000 and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor (unless this has been agreed with **us**)
- caused by storm or frost to unfixed site materials left in the open
- to contract works that are more specifically insured elsewhere.

10. Preventative measures

We will pay up to £5,000, including survey costs, towards the cost of installing at **your home**, either

- a) a water leak detection and prevention system following a claim under this policy for loss or **damage** caused by the escape of water from the mains domestic water or heating installation, or
- b) a flood prevention system following a claim under this policy for loss or **damage** caused by flood or by flooding resulting from storm provided that
 - the final settlement cost of **your** claim is greater than £20,000 (before the application of this additional benefit)
 - **you** did not have such a device installed at **your home** prior to the loss
 - this has **our** prior approval, which **we** will agree and decide during the claims settlement process.

We will not pay under this Cover if **we** agree to pay for 'Preventative measures' under Section 1 of this policy as a result of the same incident.

11. Reinstatement of gardens and grass tennis courts

We will pay for the cost of re-landscaping **your** garden or grass tennis court including costs incurred to remove and dispose of debris, resulting from loss or **damage** caused by

- fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, riot, civil commotion, malicious acts or vandalism, or
- the emergency services, or
- falling trees, telegraph poles, lamp posts or pylons or any parts thereof.

Buildings

What you are covered for continued...

11. Reinstatement of gardens and grass tennis courts continued

We will not pay for

- the reinstatement of gardens or grass tennis courts following loss or **damage** caused by storm, flood or frost
- the replacement of fallen trees if they have fallen due to storm
- the reinstatement of any fields, meadows, pastures, paddocks or woodland or for the removal or replacement of any fallen trees in those areas
- costs relating to any undamaged part of the garden or tennis court
- more than £2,500 for the removal and/or replacement of any one tree, plant or shrub
- more than 10 % of the sum insured on **buildings** for any one claim.

12. Replacement locks and keys

If the keys to **your home** are accidentally lost or stolen **we** will pay for the cost of purchasing and installing any external door and window locks, key operated alarm switches, safe locks, gate or garage door security mechanism and the replacement of any such keys. For the purposes of this Cover a 'key' will include key fobs and other remote controlled devices used for security purposes.

We will not pay under this Cover if **we** agree to pay for 'Replacement locks and keys' under Section 1 of this policy, as a result of the same incident.

13. Sale cover

If **you** contract to sell the **buildings** of **your home** the purchaser will be entitled to the cover provided by this section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **buildings** are not otherwise insured.

14. Trespass and debris removal

We will pay up to £50,000 in any one **period of insurance** for the costs of removing rubbish, litter or debris left by unlawful trespassing or fly tipping at **your home** to an officially authorised and licensed waste site.

15. Trace and access

We will pay the cost of finding the source of the escape of water, oil or gas from any fixed domestic water or heating installation or storage tank and the subsequent repair to walls, floors or ceilings, driveways, paths, patios or gardens, provided that this is incurred with **our** consent.

Buildings

What you are not covered for

1. the amount of the **excess(es)** stated in the **schedule**
2. loss of or **damage** to
 - piers, wharfs, docks, jetties or moorings
 - aerials, satellite dishes and CCTV equipment
 - **outdoor items**
3. loss or **damage** caused by
 - the freezing of water within permanently installed swimming pools, hot tubs, ornamental ponds, fountains, or their respective associated plant, machinery and equipment
 - storm or flood to fences, hedges or gates other than electrically operated gates
 - felling or lopping of trees
 - subsidence or heave (of the site on which **your home** stands) or landslip due to
 - river or coastal erosion
 - bedding down of new **buildings** or settlement of newly made up ground
 - 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
 - demolition, structural repairs or structural alterations to the **buildings**
 - inadequate foundations which do not meet building regulations current at the time of construction
 - subsidence or heave (of the site on which **your home** stands) or landslip to walls, fences, gates, hedges, service tanks, driveways, paths, steps, terraces, patios, ornamental ponds, fountains, hot tubs, hard tennis courts and wind turbines unless the main building of **your home** is damaged at the same time and by the same cause
 - frost, settlement or shrinkage
 - faulty workmanship, defective design or use of defective materials
 - rusting, corrosion, wet or dry rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
 - electrical or mechanical breakdown
4. loss or **damage** when **your home** is **unoccupied**, caused by
 - the freezing of water within any fixed water or heating installation
 - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance unless, prior to **your home** being **unoccupied**
 - **you** had set the central heating system to operate continually at a minimum temperature of 15 degrees centigrade during the months from November to March inclusive or **you** had shut off and drained fixed water and heating installations, or
 - **you** had informed **us** and **we** agreed an alternative arrangement with **you** beforehand
5. loss or **damage** when **your home** is insufficiently furnished for normal living purposes, caused by
 - theft or attempted theft
 - malicious acts or vandalism
 - the freezing of water within any fixed water or heating installation

Buildings

What you are not covered for continued...

6. loss or **damage**, when **your home** or any part is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit
7. loss or **damage** caused by or during the process of demolition, dismantling, repair, restoration, renovation, cleaning, treatment or structural repair or alteration, other than where provision is made under the 'New fixtures and contract works Cover'
8. loss or **damage** for which compensation is provided by legislation
9. the cost of maintenance and normal redecoration
10. loss or **damage** to underground services
 - for which **you** are not legally liable
 - caused by gradual deterioration or wear and tear.

Inflation Protection

The sums insured shown in the **schedule** for this section are index linked and will be adjusted each month in line with a suitable index chosen by us. At each renewal, the premium will be calculated on the adjusted sums insured.

Basis of claims settlement

The sum insured on **buildings** must represent the full replacement value of the **buildings** including the additional expenditure listed under Cover 3 - Architects' and surveyors' fees and other costs.

We will at **your** option either

- reinstate or replace the damaged **buildings** or any damaged part of the **buildings**, or
- pay the cost of any necessary repair or replacement work.

Extended replacement

We will if necessary, pay more than the sum(s) insured on **buildings** provided that:

- **your home** is not Grade I listed or Scottish Category A
- we have undertaken an appraisal, or approved an independent valuation on the **buildings**, which is no more than three years old; and
- the sum(s) insured have been maintained by **you** since the date of the approved valuation or appraisal to represent the full rebuilding cost, including any adjustments suggested by **us**, re-valuations and the annual adjustments for inflation; and
- **you** advise **us** of any completed additions, alterations or renovations to **your home** to reduce the possibility of being underinsured; and
- **you** reinstate, replace or repair the **buildings** at the same location; and
- **your** mortgagee or its assignees have not recalled **your** mortgage leaving **you** unable to reinstate, replace or repair the **buildings**; and
- **you** commence reinstatement, replacement or repair to the damaged **buildings** within 180 days from the date of a partial loss.

When **you** advise **us** of any planned additions, alterations or renovations to **your home**, this extension of cover shall be suspended from the commencement of such works until **you** notify **us** when the works have been completed and provide **us** with amended sum(s) insured.

Buildings

Basis of claims settlement continued...

Excess

We will deduct the amount of any applicable **excess** shown in the **schedule**. However, the **excess** will not apply to claims made under Covers 2, 3, 4, 5, 7, 8, 10, 12, 13 or 15.

The **excess** will be reduced by £500 (or waived if less than £500) if

- the net final settlement cost of **your** claim is greater than £10,000, and/or
- the claim is **your** first claim under this policy after being continuously insured with **us** for 3 years or more without making a claim.

However, the **excess** will not be reduced (or waived) if

- the claim is for loss or **damage** caused by subsidence, heave or landslip
- **we** have imposed an increased **excess** by **endorsement** in the policy **schedule** which applies to the claim.

The maximum amount payable

The maximum amount **we** will pay for any one claim is the sum insured shown in the **schedule** for this section plus index linked increases less the amount of any applicable **excess**, unless the extended replacement cover applies. **We** will also pay costs incurred under Cover 2 - Alternative accommodation and loss of rent.

Liability

This section goes from page 30 to page 34. Please make sure you read the whole section.

What you are covered for

1. Occupiers', personal and employers' liability

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** and if requested by **you**, **your domestic employees**, for all amounts which **you** or they become legally liable to pay as damages in respect of accidental

- **bodily injury** to any person
 - loss of or accidental **damage** to material property
 - obstruction, trespass or nuisance resulting in interference with or loss of enjoyment of material property
- arising as a result of
- **your** occupation, not ownership, of the **buildings** or land belonging to the **home** or **your** allotment
 - **your** duties as a Neighbourhood Home Watch coordinator
 - the employment of any **domestic employee** occurring within the **territorial limits** and in the rest of the world during a temporary visit not exceeding 90 consecutive days
 - any other act or omission of a personal nature committed within the **territorial limits** and in the rest of the world during a temporary visit not exceeding 90 consecutive days.

2. Property owners' liability

Provided that **your buildings** are insured under Section 3 of this policy, **we** will cover **you** or **your family** for all amounts that **you** or **your family** become legally liable to pay in respect of accidental

- **bodily injury** to any person other than **you**, **your family** or any **domestic employee**
 - loss of or accidental **damage** to material property
- arising
- from **your** ownership of the **buildings** or land belonging to **your home**
 - in respect of any **buildings** previously owned by **you** and occupied by **you** for residential purposes and incurred by reason of Section 3 of the Defective Premises Act 1972 provided that
 - no other policy covers the liability
 - **you** had sold the **buildings** before the incident giving rise to the liability occurred.If **you** cancel this policy following the sale of **your home** the cover provided by the Defective Premises Act 1972 will continue for 7 years from the cancellation date provided no other policy covers the liability.

3. Country pursuits

We will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
 - loss of or accidental **damage** to material property
- arising from any part time country pursuits including farming activities, horticultural operations, hunting, shooting, fishing and the provision of stabling and livery which is all incidental at **your home** provided that
- the hours worked by an employee does not exceed 1,500 hours per year
 - the total gross annual revenue generated from the raising or caring of animals does not exceed £25,000
 - the total gross annual revenue generated from horticultural operations does not exceed £10,000

and **you** are not entitled to indemnity under any other insurance.

Liability

4. Organised events

We will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or accidental **damage** to material property

arising from the hiring out or the opening of **your home**, its garden and/or land provided that this is for an organised registered charity, religious or community group.

5. Additional and acquired land

Provided that **your buildings** are insured under Section 3 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or accidental **damage** to material property

arising from **your** ownership of any additional land (provided that **you** have told **us** about it) or from any land that **you** may acquire, within the **territorial limits** and occurring during the **period of insurance** provided that

- the land has not been acquired for property development or any business pursuits or activities
- there are no **buildings** or structures on the land
- **you** inform **us** within 60 days of the acquisition and pay any additional premium required
- **you** are not entitled to indemnity under any other insurance.

6. Quad bikes, go-karts and off-road motorcycles

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or accidental **damage** to material property

arising from the ownership, possession or use of quad bikes, go-karts or off-road motorcycles other than

- when a quad bike with an engine size of more than 50cc is being driven by anyone under the age of 17 years
- any go-kart or off-road motorcycle that has an engine size of more than 50cc
- when used in circumstances for which a Road Traffic Act Certificate of Insurance is required
- incidents that occur outside the boundaries of **your home**
- whilst used for, or for the practise or preparation for, motor sport or competition.

7. Golfers Cover

We will cover **you** or **your family** for all property **damage** caused by **you** or **your family** to property owned by others, incurred whilst playing golf at a golf club, irrespective of legal liability, up to a maximum of £1,000,000 in any one **period of insurance**.

8. Hand or wind propelled watercraft

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or accidental **damage** to material property

arising from the ownership, possession or use of surfboards or hand or wind propelled watercraft not exceeding 12 feet in length other than whilst being used

- for racing or speed testing
- in any slalom event or in white water.

Liability

9. Tenants' liability

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** become legally liable to pay as tenant for the cost of making good **damage** to

- the **buildings**, or
- the **building** of any residence occupied by a student member of **your family** temporarily residing away from **your home** attending school, university or college, or
- the **building** of a residence temporarily occupied by **you** or **your family** as a result of any cause covered by Section 3 - **Buildings** of this policy had it been an **operative section**, up to £2,000,000

We will not pay for

- the cost of maintenance and normal redecoration
- liability arising for **damage** to a building that is **unoccupied**.

10. Unrecovered damages

Provided that **your contents** are insured under Section 1 of this policy, **we** will pay for all sums which **you** or any member of **your family** have been awarded by a court within the **territorial limits** and which have not been paid within 3 months of the date of the award provided that

- Cover 1 of this section - Occupiers', personal and employers' liability would have insured **you** or the member of **your family** had the award been made against **you** or the member of **your family** rather than to **you** or the member of **your family**
- the incident giving rise to the award occurred within the **territorial limits** and during the **period of insurance**
- there is no appeal pending
- if any payment is made under the term of this Cover **you** or the member of **your family** who has been awarded sums by a court shall assign such award to **us**
- the amount payable does not exceed £10,000,000.

Liability

What you are not covered for

1. any liability for
 - **bodily injury** to **you** or **your family**
 - loss of or **damage** to property owned or occupied by or in the custody or control of **you** or **your family** other than **damage** to property for which **you** or **your family** are legally liable as tenant
2. liability arising from
 - **bodily injury** (other than to a **domestic employee**) or loss of or **damage** to property arising from the ownership, possession or use of
 - lifts unless used solely for domestic purposes and inspected and maintained in accordance with the manufacturers recommended service intervals
 - mechanically or electrically propelled vehicles other than
 - motorised or pedestrian controlled gardening equipment used within the boundaries of the **home**
 - power assisted pedal cycles, electric wheelchairs and Class 1 or Class 2 mobility scooters
 - pedestrian controlled models or toys
 - motorised golf buggies or electric golf trolleys used within the boundaries of **your home** or on a golf course
 - quad bikes, go-karts or off-road motorcycles as provided by Cover 6 of this section
 - trailers or horse-boxes whilst being towed
 - watercraft other than as provided by Cover 8 of this section
 - hang-gliders, hovercraft or aircraft
 - **drones**
 - exceeding 2kg in weight
 - whilst being raced
 - whilst being used for any commercial purpose
 - where the user has not adhered to the regulations for recreational **drone** flights within the Air Navigation Order 2016 or subsequent amending regulation which requires:
 - the **drone** must remain within the users direct sight at all times whilst flying
 - the **drone** must not fly above 400ft (120m) above the surface
 - the user must not endanger anyone, or anything with the **drone** including any articles dropped from it
 - the **drone** must not be flown near an airport or aircraft
 - animals other than domestic pets, horses or incidental farming livestock as provided by Cover 3 of this section
 - commercial riding schools and establishments
 - horses whilst being used for racing, steeplechasing or playing polo
 - dogs specified under the Dangerous Dogs Act 1991 or any amending legislation
 - shotguns or firearms other than when used for sporting activities or pest control
 - the passing on of any infectious disease or virus
 - any trade, business, profession or employment of **you** or **your family** other than if directly arising from
 - the use of the **home** as an office for non-manual work.

Liability

What you are not covered for

continued...

- country pursuits as provided by Cover 3 of this section
 - any unpaid occupation as a director or officer of a registered charity or other not for profit organisation
 - voluntary work for an organised registered charity, religious or community group
 - gardening, baby-sitting, leaflet and newspaper distribution and other similar activities provided that the total gross annual revenue generated from these activities does not exceed £2,000
 - the accommodation of no more than 6 paying guests at any one time and the provision of food or drink to such guests
 - any treatment, wrongful specification or professional advice or service given by **you, your family** or an employee where rendered to a third party for a fee
 - any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you or your family**
 - any agreement unless liability would have existed without the agreement
 - any **act of terrorism** other than for accidental **bodily injury** to a **domestic employee**
3. the cost of remedying any fault or alleged fault.

Basis of claims settlement

In the event of **your** death or the death of any member of **your family** we will reimburse **your**, or their, personal legal representatives in respect of any legal liability incurred and insured under this section provided that such personal legal representatives shall observe, fulfil and be subject to the terms, limitations and conditions of the policy so far as they can apply.

Where there is more than one person named as the **Insured** in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount(s) payable hereunder.

We may at any time pay to **you** the maximum amount(s) payable, less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

The maximum amount payable

The amount payable will not exceed

- £5,000,000 for accidental **bodily injury** to any **domestic employee** which arises out of and in the course of his or her employment and which is directly or indirectly caused by, results from or is in connection with
 - a) any **act of terrorism**, or
 - b) any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**
 - £10,000,000 in respect of all other claims arising from one cause
- plus any other legal costs and expenses which **you or your family** have to pay provided they are incurred with **our** written consent.

Family Protection and Assistance

This section goes from page 35 to page 56. Please make sure you read the whole section.

For your safety and protection we have provided for you the following covers

Lifestyle Protection

- Fatal injury or acquired disability
- Trauma cover
- Counselling fees
- Stalking
- Kidnap and ransom
- Carjacking
- Air rage and/or road rage
- Fraudulent use of **credit cards**, bank or building society books

Legal Protection

Home Emergency

Home Cyber

Our cyber cover is designed to help protect against the risks which **you** may encounter online and to put things right if anything goes wrong. Cover includes

- Home systems restoration, professional assistance and computer virus removal
- Cyber-crime cover including fraud, hacking and identity theft
- Cyber liability including data-privacy and virus transmission

We hope that **you** never have to use any of these services but if **you** do, **you** can rest assured that **we** have **your** interest at heart and **we** will ensure that, whatever the incident, **we** will do **our** utmost to assist **you** through your traumatic experience.

Lifestyle Protection

What you are covered for

1. Fatal injury or acquired disability

In the event of injury to **you** or to any member of **your family** caused by fire in **your home** or assault by thieves in **your home** or whilst away from **your home** but within the **territorial limits**, we will pay

- £100,000 if such injury results in the death of **you** or **your** spouse or partner within 3 months of the incident, or
- £5,000 if such injury results in the death of any member of **your family** within 3 months of the incident, and/or
- up to £30,000 for necessary alterations to **your home** if such injury results in a permanent physical disability.

The maximum we will pay for any one incident is £100,000

2. Trauma cover

In the event of a violent crime being committed against **you** or any member of **your family** in **your home** or in a residence occupied by a student member of **your family** whilst attending school, university or collage and subject to **our** prior approval, we will pay up to

- £1,000 towards the cost of necessary temporary accommodation for a period of no more than 7 days immediately following the incident
- £15,000 (subject to **our** prior approval) to either carry out necessary improvements to the security at **your home**, or for necessary conveyancing, removal and estate agency fees if, within 90 days of the incident, **you** feel compelled to move house and had not already planned to do so. This benefit will cease to be payable after 12 months from the date of the incident.

3. Counselling Fees

In the event of a violent crime being committed against **you** or any member of **your family** within the **territorial limits**, or in the event of trauma to **you** or a member of **your family** caused solely and directly from a cyber bullying occurrence, we will pay up to £2,500 for professional private counselling fees, in any one **period of insurance**.

Cover under this section will cease to be payable after 12 months from the date of the incident.

4. Stalking

Subject to **our** prior approval, we will pay for the following costs that **you** or **your family** incur as a result of, or the threat of, stalking, physical injury, harassment or **damage** to **your home** caused by a third party who is subject to an injunction or order of a court of competent jurisdiction, up to a maximum of £20,000 in any one **period of insurance**:

- up to £15,000 to carry out agreed improvements to the security at **your home**
- up to £5,000 for necessary temporary accommodation
- up to £5,000 towards the cost of using professional security guards or seeking professional security consultants

We will not pay for

- any incident which began or had the injunction or Court Order issued prior to the commencement of this policy
- any incident which involves a counter claim by the third party for stalking, physical **damage**, harassment or property **damage** caused by **you** or a member of **your family**

Lifestyle Protection

5. Kidnap and ransom

Subject to **our** prior approval, **we** will pay up to £100,000 in total for any one occurrence for the following costs that **you** or a member of **your family** incur as a result of being kidnapped and held against **your** or their will in exchange for a demand for a ransom payment for **you** or their release

- the necessary cost of using professional services such as a negotiator, a public relations consultant or a forensic analyst
- the cost of using professional security guards or seeking advice from professional security consultants
- costs for necessary temporary accommodation, travel, meals, advertising, telephone and other means of communication
- associated medical and psychiatric expenses incurred by the kidnapped person for a period of 12 months from the date of release
- associated legal fees and expenses
- lost earnings of **you** or a member of **your family** up to a maximum of £5,000.

We will not pay for

- any claim made which occurs in any country where the Foreign and Commonwealth Office has advised against travel
- costs incurred due to any kidnap and ransom caused by **you** or **your family** or by a member of **your family** who no longer resides with **you**

6. Carjacking

Subject to **our** prior approval, **we** will pay for costs necessarily incurred as a result of **you** or a member of **your family** being the victim of a carjacking incident, up to

- up to £15,000 for associated medical and psychiatric expenses incurred for a period of 12 months from the date of the incident
- up to £5,000 for any one occurrence for necessary temporary accommodation, travel and meals
- up to £5,000 for lost earnings of **you** or a member of **your family**

and no more than £20,000 in any one **period of insurance**.

We will not pay for

Any claim made which occurs in a country where the Foreign and Commonwealth Office has advised against travel.

7. Air rage and/or road rage

Subject to **our** prior approval, **we** will pay for the following costs necessarily incurred as a result of **you** or a member of **your family** being the victim of an air rage or road rage incident

- up to £5,000 for associated medical and psychiatric expenses incurred for a period of 12 months from the date of the incident and no more than £10,000 in any one **period of insurance**.

We will not pay for

Any claim made which occurs in a country where the Foreign and Commonwealth Office has advertised against travel.

Lifestyle Protection

8. Fraudulent use of credit cards,
bank or building society cards

If **you** suffer financial loss resulting from the fraudulent use of **your credit cards**, bank or building society cards anywhere in the world **we** will pay up to £50,000 provided that

- the loss is reported to the issuing organisation within 24 hours of discovery and **you** comply with all the terms and conditions under which the credit is issued, and
- **you** have not been reimbursed by the issuing organisation.

Home Emergency

Definitions

Wherever the following words or expressions appear in this Home Emergency cover they have the meaning given to them below. If there is a conflict between a definition stated below and a definition elsewhere in this policy, the definition stated below will apply.

contractor

a qualified person approved and instructed by the Helpline to undertake emergency **work**

home emergency

a sudden and unforeseen situation which if not dealt with quickly would render the **home** unsafe or insecure, or **damage** or cause further **damage** to the **home** or cause risk to **you** or **your family**

primary heating system

the principal central heating and hot water systems at **your home** excluding any form of solar or warm air heating systems

work

all efforts made by the **contractor** to rectify, limit or prevent **damage** in respect of the **home emergency** covered under this policy

vermin

brown or black rats, house or field mice, squirrels, wasps or hornets nests

What you are covered for

The cost of **contractors'** call out and labour charges, parts and materials up to £2,000 including VAT, in providing assistance in the event of a **home emergency** where one or more of the following has occurred in **your home**

- the plumbing or drainage system has either failed or been damaged and flooding or internal water **damage** is a likely consequence of that failure or **damage**
- the electricity supply system has failed or broken down completely
- the permanently installed cooking system has failed or broken down completely
- external locks, doors or windows have either failed or been damaged as to render the **home** insecure
- **you** have lost or damaged the only available key to the **home** and **you** are unable to replace it or gain normal access, or **you**
- have locked yourself out with no access to another key
- the **primary heating system** has failed or broken down completely
- **vermin** inside **your home**.

What you are not covered for

1. **work** in **excess** of £2,000 including VAT
2. any additional costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original
3. call-out charges if there is no-one at **your home** when the **contractor** arrives

Home Emergency

What you are not covered for continued...

4. costs arising from or in connection with
 - circumstances known to **you** prior to the inception date of **your** policy
 - any system, equipment or facility which has not been properly installed, maintained or repaired in accordance with the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect
 - replacement or adjustment to any decorative or cosmetic part of any equipment
 - lighting of boilers or the correct operation or routine adjustment of time or temperature controls
 - boilers over 15 years old or with an output of over 60kw per hour or 250,000 BTU
 - garages, outbuildings, cess pits, septic tanks or fuel tanks, boundary walls, hedges, fences or gates, other than outbuildings used for residential purposes or for **your** trade, business or profession
 - wilful act or omission or neglect by **you**
 - claims arising after the **home** has been left **unoccupied**
 - the interruption or disconnection of utility services to the **home** however caused, or the failure or breakdown of the main electricity or water or gas supply system or gas leaks
 - materials or labour charges covered by manufacturers', suppliers' or installers' guarantee or warranty
 - any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **buildings**, faulty workmanship or the use of defective materials, or river or coastal erosion.

How to make a claim

Please make sure that **you** contact the Helpline on [0330 134 8162](tel:03301348162) in the event of a **Home Emergency** rather than **contractors** direct, otherwise there is no guarantee the **work** will be covered.

The **home emergency** team will arrange for an approved **contractor** to come to **your** assistance as quickly as possible. The **contractor** will charge the cost of the work covered directly to **us**.

Major emergencies which could result in serious **damage** or **damage** to **Property** or **bodily injury** should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the National Gas 24 hour Emergency Service on [0800 111 999](tel:0800111999).

Home Emergency

Complaints

If **you** have a complaint under this section, please direct it in the first instance to:

Home Emergency Team

Cunningham Lindsey UK

Oakleigh House

14-16 Park Place

Cardiff

CF10 3DQ

Telephone: 0345 6047884

E-mail: HEcomplaints@cl-uk.com

Legal Protection

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Definitions

applying to this section

Wherever the following words or expressions appear in this Legal Protection section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply

we, us, our

DAS Legal Expenses Insurance Company Limited

insured person

You, and any member of **your family** who always lives with **you**, including **domestic employees** who live in **your home**. Anyone claiming under this section must have **your** agreement to claim

appointed representative

The **preferred law firm**, law firm, accountant or other suitably qualified person **we** will appoint to act on the **insured person's** behalf

date of occurrence

For civil cases: The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events

For criminal cases: The date **you** began, or alleged to have begun, to break the law

For Insured Incident 6. Tax Protection: The date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry

secondary home

Private dwellings and/or private land owned by an **insured person** and which is used by them for residential purposes only

costs and expenses

a) Legal costs

All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**

b) Opponents' costs

The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or they pay them with **our** agreement

DAS Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time

preferred law firm

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

Legal Protection

reasonable prospects

For civil cases, the prospects that the **insured person** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**

countries covered

- a) **For Insured Incident 3, Personal Injury:**
Worldwide
- b) **For Insured Incident 2, Contract Disputes:**
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey
- c) **For all other Insured Incidents:**
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

What is covered

We agree to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

- a) **reasonable prospects** exist for the duration of the claim
- b) the **date of occurrence** of the Insured Incident is during the **period of insurance**
- c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
- d) the Insured Incident happens within the **countries covered**.

What we will pay

We will pay an **appointed representative**, on the **insured person's** behalf, **costs and expenses** incurred following an Insured Incident, provided that:

1. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £250,000
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**
3. in respect of an appeal or the defence of an appeal, the **insured person** must tell **us** within the time limits allowed that they want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
4. for an enforcement of judgment to recover money and interest due to the **insured person** after a successful claim under this section, **we** must agree that **reasonable prospects** exist, and
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What we will not pay

- a) In the event of a claim, if the **insured person** decides not to use the services of a **preferred law firm**, they will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- b) The first £250 of any claim for legal nuisance or trespass. The **insured person** must pay this as soon as **we** accept the claim.

Legal Protection

Insured Incidents

1. Employment Disputes

1. We will provide cover for the **insured person's** (except **domestic employees'**) legal rights in a dispute relating to their contract of employment or future employment.
2. We will provide the **insured person's costs and expenses** in defending their legal rights in legal proceedings in respect of any dispute with:
 - a) a **domestic employee** or **ex-domestic employee** or a trade union acting on behalf of a **domestic employee** or **ex-domestic employee** which arises out of, or relates to, a contract of employment with an **insured person**; or
 - b) a **domestic employee** or **ex-domestic employee** arising from an alleged breach of their statutory rights under employment legislation.

This cover only applies to **domestic employees** employed by an **insured person** for the provision of domestic services within their principal **home** or **secondary home** in the United Kingdom.

We will not pay for

1. employers' disciplinary hearings or internal grievance procedures;
 2. any claim relating solely to personal injury.
 3. any claim arising from, or relating to, any transfer of buildings which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.
- a compromise agreement whilst the **insured person** is still employed.

2. Contract Disputes

We will provide cover for:

1. an **insured person's** legal rights in a contractual dispute arising from an agreement or alleged agreement which an **insured person** has entered into for:
 - a) the buying or hiring in of any goods or services; or
 - b) the selling of any goods;
2. an **insured person's** legal rights in a contractual dispute or for misrepresentation arising from an agreement which they have entered into for the buying or selling of their principal **home** and/or **secondary home**;

provided that, in both 1. and 2.

- i) the **insured person** has entered into the agreement or alleged agreement during the **period of insurance**; and
- ii) the amount in dispute is more than £100.

We will not pay for

A claim relating to:

1. a contract regarding an **insured person's** trade, profession, employment or any business venture;
2. construction work on any land, or designing, converting or extending any building where the contract value exceeds £150,000 (including VAT);
3. the settlement payable under an insurance policy (we will negotiate if an **insured person's** insurer refuses their claim, but not for a dispute over the amount of the claim);

Legal Protection

2. Contract Disputes (continued)

4. a dispute arising from any loan, mortgage, pension, investment or borrowing;
5. a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

3. Defective Title

Costs and expenses up to £50,000 to defend **your** legal rights in a dispute arising from **your** ownership of an item of **art and antiques** where another party claims **you** do not hold good title to it

Provided that:

1. **you** have made the purchase of the item within the United Kingdom from a United Kingdom based seller during the period of insurance; and
2. **you** made reasonable enquiries about the item's provenance before **you** bought it, and **you** purchased it in good faith.

4. Personal Injury

We will provide cover for the **insured person's** legal rights in a claim against a party who causes the death of, or bodily injury to, an **insured person**.

We will not pay for

A claim relating to:

1. any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or
2. defending an **insured person's** legal rights, but defending a counter-claim is covered;
3. Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **insured person**;
4. Clinical Negligence.

5. Clinical Negligence

We will provide cover for an **insured person's** legal rights where it is alleged that accidental death or bodily injury to an **insured person** has resulted from a single negligent act of surgery, clinical or medical procedure.

We will not pay for

1. The alleged failure to correctly diagnose the **insured person's** condition.
2. Psychological injury or mental illness that is not associated with an **insured person** having suffered physical bodily injury.

Legal Protection

6. Property Protection

We will:

- a) cover the **insured person's** legal rights in a civil action; and/or
- b) arrange mediation;

for a dispute relating to material property (including the **insured person's** principal **home** and **secondary home**) which is owned by the **insured person**, or for which the **insured person** is responsible, following:

- 1. an event which causes physical damage to such material property, provided that the amount in dispute is more than £100; or
- 2. a legal nuisance (meaning any unlawful interference with an **insured person's** use or enjoyment of their **home**, or some right over, or in connection with it); or
- 3. a trespass.

You must have established the legal ownership or right to the land that is the subject of the dispute.

We will not pay for

- 1. A claim relating to:
 - a) a contract entered into by an **insured person**;
 - b) any building or land other than an **insured person's** principal **home** or **secondary home**;
 - c) someone legally taking an **insured person's** material property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on an **insured person's** material property by any government or public or local authority;
 - d) work done by any government or public or local authority unless the claim is for accidental physical damage;
 - e) mining subsidence.
 - f) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from the **insured person** or of which the **insured person** is trying to take possession)
 - g) the enforcement of a covenant by or against the **insured person**.
- 2. Defending a claim relating to an event that causes physical damage to material property, but defending a counter-claim is covered.
- 3. The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

7. Tax Protection

A comprehensive examination by HM Revenue & Customs that considers all areas of an **insured person's** self-assessment tax return, but not enquiries limited to one or more specific area.

We will not pay for

- 1. The tax affairs of a company, or any claim if the **insured person** is self-employed, a sole-trader, or in a business partnership.
- 2. An investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office.

Legal Protection

8. Jury Service and Court Attendance

We will cover the **insured person's** absence from work:

- a) to attend any court or tribunal at the request of the **appointed representative**
- b) to perform jury service. The maximum **we** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount the court gives them.

We will not pay for

1. Any claim if the **insured person** is unable to prove their loss.

9. Legal Defence

1. We will cover an **insured person's** legal rights if an event arising from the **insured person's** work as an employee leads to:
 - a) the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - b) civil action being taken against the **insured person** under:
 - i) legislation for unlawful discrimination; or
 - ii) data protection legislation.
2. We will cover **costs and expenses** to defend an **insured person's** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

We will not pay for

1. Parking or obstruction offences.
2. The driving of a motor vehicle by an **insured person** for which the **insured person** does not have valid motor insurance.

What is not covered

1. A claim where the **insured person** has failed to notify **us** of the Insured Incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.
2. An incident or matter arising before the start of this section.
3. **Costs and expenses** incurred before **our** written acceptance of a claim.
4. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.
5. A claim intentionally brought about by an **insured person**.
6. A legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **appointed representative**.
7. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or alleged violent behaviour has been made against the **insured person**.
8. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
9. A dispute with **us** and/or Covea Insurance plc not otherwise dealt with under Condition 8 of this section.

Legal Protection

What is not covered continued...

10. **Costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident enquiry.
11. **Costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
12. Any claim where an **insured person** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.
13. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

Legal Protection

Conditions applicable to this Section

1. An **insured person** must:
 - a) keep to the terms and conditions of this section;
 - b) try to prevent anything happening that may cause a claim;
 - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - d) send everything **we** ask for, in writing;
 - e) give **us** full and truthful details by phone or in writing of any claim as soon as possible and give **us** any information **we** need.
2. **Legal representation**
 - a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as the **insured person's appointed representative** to deal with their claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.
 - b) If the appointed **preferred law firm** cannot negotiate settlement of the claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
 - c) If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **we** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
 - d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
3.
 - a) An **insured person** must tell **us** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **our** written consent.
 - b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **cost and expenses**.
 - c) **We** may decide to pay the **insured person** a reasonable value of the **insured person's** claim instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any of their claims. The **insured person** must allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.
4.
 - a) An **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
 - b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.
5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

Legal Protection

Conditions applicable to this Section continued...

6. If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses we** have paid.
7. **We** may require the **insured person** to get, at their own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between the **insured person** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
8. If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk)
If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **us** or may be paid by either **you** or **us**.
9. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
10. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise the law of England and Wales will apply. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

Data protection

To comply with data protection regulations **we** are committed to processing the **insured person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including the **insured person's** name, address and, on occasion their medical records. This is for the purpose of managing the **insured Person's** products and services, and this may include underwriting, claims handling and providing legal advice.

Who We Are

DAS is part of DAS UK Holdings Limited (DAS UK Group). The uses of the **insured person's** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office.

Legal Protection

Data protection continued...

How We Will Use Your Information

We may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the **insured person** to ask for their feedback, or members of the DAS UK Group. If the **insured person's** policy includes legal advice **we** may have to send the information outside of the European Economic Area in order to give legal advice on non-European Union law.

We will not disclose the **insured person's** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **us**. A copy is also accessible and can be downloaded via **our** website.

Got a Question?

If the **insured person** has any questions or comments about how **we** store, use or protect their information, or if the **insured person** wishes to request to see the information held about them, they can do this by calling, **0117 934 0192**, by writing to the Data Protection Officer at **our** Head Office address or by visiting www.das.co.uk.

How to make a claim

Once **you** have sent **us** the details of **your** claim and **we** have accepted it, **we** will start to resolve **your** legal problem.

To make a claim under this section, please phone **us** on **0330 134 8193**. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims handling teams and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to **our** Claims Department at the following address:

Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Claims can also be e-mailed to newclaims@das.co.uk

Claims are usually handled by an **appointed representative** appointed by **us**, but sometimes **we** deal with them ourselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

When we cannot help

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

Legal Protection

Complaints

We always aim to give **you** a high quality service. If **you** think **we** have let you down, **you** can contact **us** by:

- phoning [0344 893 9013](tel:03448939013)
- emailing customerrelations@das.co.uk
- writing to the [Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side, Temple Back | Bristol | BS1 6NH](#)
- completing **our** online complaint form at www.das.co.uk/about-das/complaints

Further details of **our** internal complaint-handling procedures are available on request.

If **you** are not happy with the complaint outcome or if **we've** been unable to respond to **your** complaint within 8 weeks, **you** can ask the Financial Ombudsman Service for a free and independent review of **your** complaint.

You can contact them by:

- phoning [0800 023 4567](tel:08000234567) (free from mobile phones and landlines) or [0300 123 9123](tel:03001239123)
- emailing complaint.info@financial-ombudsman.org.uk
- writing to [The Financial Ombudsman Service | Exchange Tower | London | E14 9SR](#)

Further information is available on their website: www.financial-ombudsman.org.uk Using this service does not affect **your** right to take legal action.

The Financial Ombudsman's role is to assess **our** handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If **you** are unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

Home Cyber

Definitions applying to this section

Wherever the words below are printed in bold in this section, they will have the meanings shown below.

Computer Virus	Any malware, program code or programming instruction designed to damage home systems
Cyber event	<ul style="list-style-type: none">• Malicious deletion, corruption, unauthorised access to, or theft of data; or• Damage or disruption caused by computer virus, hacking or denial of service attack; affecting your home systems
Damage	Total or partial loss, damage, destruction, or corruption
Damages	<ul style="list-style-type: none">• Financial compensation you have to pay, except for fines, penalties, liquidated damages (contractual penalties), punitive or exemplary damages (extra damages to punish you) or aggravated damages (more severe damages to reflect the seriousness of an offence): or• Third parties' costs and expenses you have to pay as a result of a claim being brought against you
Data	Facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by home systems , but not including software and programs
Defence costs	Costs and expenses we agree to in writing for investigating, settling or defending a claim against you
Denial of service attack	Malicious and unauthorised attack which overloads any home systems
Hacking	Unauthorised or malicious access to any home systems by electronic means
Home systems	Any personal computing or electronic device that connects to the internet or to other electronic devices and any associated data , software and programs
Personal data	Information which could identify you or allow your identity to be stolen or fraud to take place on you
Sum Insured	The amount shown in the schedule
You/Your	<p>The person(s) shown in the schedule and all permanent members of that person's home, including any employees who live in the home whose duties are for domestic purposes relating to the home and its gardens</p> <p>For Section 3 Cyber online liability, you means the person(s) shown in the schedule and all members of that person(s) family who permanently live at the home</p>

Home Cyber

What you are covered for

Section 1 – Cyber home systems damage

We will pay for the following arising as a result of a **cyber event you** discover during the **period of insurance**:

a) **Home systems restoration**

The cost of investigating, reconfiguring and rectifying any **damage to your home systems**, and restoring **data** (but not the cost to recreate **data** if you cannot restore it from other sources).

This does not include the value of **data to you**, even if the **data** cannot be restored.

b) **Computer virus removal**

The cost of locating and removing a **computer virus** from **your home systems**; and

c) **Professional assistance**

The cost of hiring professional consultants to make recommendations on how to prevent **your home systems** from being infected by **computer virus** or to prevent **hacking**.

Section 2- Cyber crime

We will pay for the following which **you** discover during the **period of insurance**:

a) **Fraud**

Your financial loss as a result of a fraudulent communication or input, destruction or modification of **data** in **your home systems** which results in:

- money being taken from any account
- goods, services, property or financial benefit being transferred; or
- any credit arrangement being made;

as long as **you** have not received any benefit in return.

We will also pay the cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently.

b) **Telephone hacking**

Your liability to make any payment to **your** telephone service provider as the result of **hacking** into **your home systems**.

c) **Cyber ransom**

The cost of responding, and with **our** written agreement the payment of a ransom demand if anyone has or threatens to:

- disrupt **your home systems** by introducing a **computer virus**, or to initiate a **hacking** attack or **denial of service attack** against **you**;
- release, publish, corrupt, delete or alter **your data** if this would cause **you** harm or **damage your** reputation;

as long as **you** can demonstrate that **you** have good reason to believe that the threat is not a hoax, and **you** have reported it to the police.

d) **Identity theft assistance**

The cost of identity theft assistance to help **you** to correct **your** credit records and to take back control of **your** identity following the fraudulent use of **your personal data**.

Home Cyber

What you are covered for continued...

Section 3 – Cyber online liability

We will pay **damages** and **defence costs** arising from a claim first made against **you** by a third party during the **period of insurance** as a result of:

a) **Data privacy**

You failing to secure, or prevent unauthorised access to publication of or use of **data** (including any inadvertent interference with any right to privacy or publicity or breach of confidence);

b) **Computer virus transmission**

You unintentionally transmitting, or failing to prevent or restrict the transmission of, a **computer virus, hacking attack or denial of service attack** from **your home systems** to a third party; or

c) **Defamation and disparagement**

Loss of reputation (including that of a product) or intellectual property rights being breached as a result of **your** activities online.

Basis of claims settlement

The maximum amount payable

The maximum amount **we** will pay under this section is the **sum insured** shown in **your schedule** in any one **period of insurance**, regardless of the number of claims.

Any **defence costs** **we** pay will be within, not in addition to the maximum amount payable.

We will not pay any amounts for claims or associated defence costs that arise after the maximum amount payable has been claimed.

Excess

We will deduct the applicable **excess** amount as shown in the **schedule**.

Home Cyber

Conditions

1. Reporting a claim

The following conditions apply in addition to the General Conditions shown on page 57 of **your** policy, if **you** do not keep to these conditions and this reduces **our** legal or financial rights under the policy section, **we** may refuse to pay part or all of **your** claim.

As soon as **you** know about any incident or circumstance that may result in a claim **you** must:

- take all reasonable steps and precautions to prevent further **damage** or other loss covered by **your** policy;
- immediately tell the police about any loss or **damage** relating to crime and get a crime reference number;
- tell the person who arranged **your** policy (or **us**), providing full details, as soon after the incident or circumstances as possible;
- tell the person who arranged **your** policy, providing full details (or **us**), within 14 days in the case of **you** knowing about an incident or circumstance that has resulted in or may result in **you** receiving a claim against **you**

in addition **you** must also:

- immediately send **us** every letter, writ, summons or other document **you** receive in connection with the claim or circumstance, and record all information relating to a claim against **you** covered under Section 3 – Cyber online liability;
- keep any damaged **home systems** and other evidence, and allow **us** to inspect it;
- co-operate with **us** fully and provide all the information **we** need to investigate **your** claim or circumstance;
- give **us** details of any other insurances **you** may have which may cover loss covered by this policy;
- attempt to recover financial loss relating to **your** claim under Section 2 – Cyber crime from a bank or other financial institution that may be responsible for refunding all or part of the loss; and
- tell **us** if **you** recover money from a third party in relation to a claim (**you** may need to give the money to **us**).

You must not admit responsibility or liability, or agree to pay any money or provide any services on **our** behalf, without **our** written permission.

2. Protecting data

You must make sure that **you** take precautions when selling on or disposing of **home systems** in order to protect **data**.

3. Controlling defence

We can, but do not have to, take control of investigation, settling or defending any claim made against **you**. **We** would take this action in **your** name. If necessary, **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** solicitor, but only on a fee basis similar to that of **our** own solicitor, and only for work done with **our** permission in writing. **We** will only defend claims if **we** think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

4. Reasonable care

You must:

- make sure that **your home systems** are used and maintained as recommended by the manufacturer; and
- take all reasonable steps and precautions to prevent or reduce **damage** or other loss covered by **your** policy.

Home Cyber

5. Defence software

Your home systems must be protected by anti-virus software, where available, which is updated regularly in accordance with the provider's recommendations.

6. Data backup

You must back up **your data** at least every month.

You must take precautions to make sure that all **data** is stored safely.

If **you** have failed to keep to this condition, **we** may still pay a claim if **you** can show **you** do usually keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **your** control.

What you are not covered for

1. Advance fee fraud

We will not pay for any cost, **damages**, liability or defence costs arising from the following:

An advance fee fraud or other fraud where **you** provide money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.

2. Business activities

Any activities carried out by **you** for business or professional purposes.

3. Circumstances before your policy started

- Circumstances which existed before any cover provided by **your** policy started, and which **you** knew about.
- Claims or circumstances which **you** have already reported, or which **you** should have reported, to a previous insurer before the **period of insurance**.

4. External network failure

Failure or interruption of any electrical power supply network or telecommunication network not owned and operated by **you**. This exclusion shall not apply to any cost or loss caused by or resulting from physical **damage**, if otherwise insured by **your** policy, to the electrical power supply network, telecommunication network or other property.

Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

5. Malicious defamation

Defamatory or disparaging statements or publications made maliciously and deliberately if it could be anticipated by a reasonable person that the statements could result in a claim against **you**.

6. Nuclear risks

Any nuclear reaction, nuclear radiation or radioactive contamination.

7. Other insured parties

Any dispute or claim between **you**.

8. Patent

Infringement of any patent.

9. Terrorism

Any failure in the supply of gas, electricity, water or phone service to **your home** which is caused by any **act of terrorism**.

10. Wear and tear

Losses due to:

- Wear and tear, gradual deterioration or rust;
- Scratching or chipping of polished surfaces;
- Erosion or corrosion; or
- Gradual reduction in performance.

However, **we** will pay for loss resulting from the causes above which **we** would otherwise have paid under **your** policy.

General Conditions

Please make sure you read this page

Changes in risk

You must notify **us** immediately of any changes in circumstances which may increase the possibility of loss, **damage** or legal liability covered by this policy. For example, **we** would need **you** to notify **us**

- of any change to the occupancy of **your home** or if it is to be left **unoccupied** for a period of more than 60 consecutive days
- if **you** or anyone living with **you**
 - have been convicted of any criminal offence (other than a motoring conviction or if it is deemed to be spent under the Rehabilitation of Offenders Act) or have any such prosecution pending
 - have been declared bankrupt, entered into an IVA (Individual Voluntary Agreement) or become subject to bankruptcy proceedings
 - have changed occupation or profession in the last 12 months
- if **you** are to have any building works undertaken to **your home**, including works involving the use or process of heat, where the cost of such works is in **excess** of £150,000 and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor
- if **you** have suffered a break-in or attempted break-in to **your home** which **you** have not previously notified **us** of
- if any business activities are being undertaken at **your home** which **you** have not previously notified **us** of.

These are just some examples and there may be other circumstances **we** would want **you** to tell **us** about. These changes may lead to an increased or refunded premium, or a change in terms of the policy. Please tell **us**, as soon as possible, if there are any changes to any of the details that are shown on your Statement of Fact. If **you** are in any doubt please contact **your** insurance broker or advisor directly as a failure to notify **us** of any such changes could lead to **your** policy being cancelled, or a claim rejected or not fully paid.

We recommend that **you** keep a copy or a record of all information **you** give to **us**.

Claim conditions

In the event of a claim or possible claim **you** must

- advise the Police as soon as possible if there has been theft, attempted theft, riot **damage**, vandalism or any malicious act or if any insured property has been lost outside **your home**
- advise **us** as soon as possible
- not admit or deny liability without **our** written consent
- send **us** all documentation relating to any court proceedings as soon as it is received
- provide **us**, if requested, with all assistance, details and evidence **we** may reasonably require to substantiate **your** claim or enable **us** to pursue a recovery under the Subrogation Condition (see below) including, but not limited to, relevant purchase receipts, invoices, bank or **credit card** statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property, or estimates for the replacement or repair of damaged property.

We will pay for any expenses **you** necessarily incur, subject to **our** prior consent and approval, in providing **us** with any of the above.

General Conditions

Please make sure you read this page

Compliance with terms

The **Company's** liability to make any payment under the policy is conditional upon **your** compliance with the terms and conditions of the policy.

Contracts (Rights of Third Parties Act)

Unless otherwise specifically provided in this policy, no person, persons, company or other party who is not named as the insured in this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.

Cooling off and Cancellation

You may cancel this policy by writing to [Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX](#), or by phoning **0330 134 8161**.

We may cancel this policy or any section by sending **you** a recorded delivery letter to **your** last known address, giving 30 days notice where an exceptional or valid reason exists for doing so.

You may cancel this policy within 30 days from the date it begins (as stated in the **schedule**) or from the date **you** receive this policy document, whichever is the later. **You** will receive a full refund of premium but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay, in respect of the incident.

In the event of cancellation by **you** after the 30 day period described above or cancellation by **us** at any time, **we** will refund a proportionate part of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments **we**

- will stop applying for **your** monthly premium
- may exercise **our** right to collect the balance of any outstanding premium instalments in the event of a claim.

If **you** have agreed to pay **your** premiums by instalments and any one instalment still remains unpaid 14 days after it was due **we** reserve the right to cancel **your** policy with effect from the date upon which the unpaid instalment was due. In that event **we** will send **you** written notification of cancellation by recorded delivery letter.

If this policy is cancelled, then all covers provided under Section 5 of this policy will also be cancelled.

Duty of care

You and **your family** must take all reasonable steps to prevent loss, **damage**, accident or **bodily injury** and to maintain the property insured in a good state of repair.

Fraud

If any claim is fraudulent in any respect or fraudulent means are used to obtain benefit under this policy or if any **damage** is caused by the wilful act or with the connivance of **you** or **your family** or anyone acting on **your** or their behalf all benefits under this policy will be forfeited from the date of the incident or circumstances in respect of which the fraudulent claim is made.

Joint policy consent

If there is more than one person named in the **schedule** as the insured, any request for change(s) to, or cancellation of, the policy by one insured person shall be treated by **us** as if all persons have consented to such change(s) or cancellation.

General Conditions

Please make sure you read this page

Law applicable to this contract

Unless some other law is agreed in writing, this policy is governed by English Law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Other insurance

We will not pay for any loss, **damage**, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same loss, **damage**, legal liability or other event.

Rights

We are entitled to enter any building where loss or **damage** to property insured by this policy has occurred and to take possession of and deal with any salvage as **we** consider appropriate.

Sanctions

No cover is provided and **we** will not be liable to make any payment or provide any benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation. Where any such prohibition or restriction applies **we** will cancel this policy immediately by recorded delivery letter to the correspondence address shown in the **schedule**. **You** may be entitled to a pro-rata refund of the premium providing **you** have not made a claim on the policy and that any payment or refund does not breach any prohibition or restriction imposed by law.

Subrogation

This means that **we** may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made under this policy.

Theft security

In the event of a theft or attempted theft from **your home** **you** must take such reasonable extra precautions to improve the physical security of **your home** as **we** consider necessary. If **you** do not implement these improvements, **we** may exercise **our** right to discontinue theft cover.

Transfer of interest

You may not transfer **your** interest in the policy without **our** consent.

General Exceptions

Please make sure you read this page

What you are not covered for

1. loss or **damage** or any claim caused by
 - deliberate acts by **you** or **your family** or by malicious acts by tenants, paying guests or **domestic employees**
 - wear, tear or any gradually operating cause
 - confiscation or detention by Customs or other officials or authorities
2. any loss of any kind incurred by **you** or **your family** which is not directly associated with the incident that caused **you** to claim (except as stated in the policy)
3. any loss, **damage** or legal liability occurring outside the **period of insurance**
4. any loss, **damage** or liability arising from pollution or contamination unless directly or indirectly caused by a sudden, unintended, unexpected and identifiable incident occurring during the **period of insurance**
5. mechanical or electrical breakdown or failure and loss or **damage** that follows as a direct consequence, except for loss or **damage** that is otherwise covered by this policy
6. any loss or **damage** resulting from building works to **your home**, where the cost of such building works is in **excess** of £150,000 and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor (unless this has been agreed with **us**)
7. any loss or **damage** to property, any cost or expense or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - a) consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising or military or usurped power, or
 - b) biological or chemical contamination due to any **act of terrorism**
 - c) any action taken in controlling, preventing, suppressing or in any way relating to a) and/or b) stated above

If **we** allege that any loss, **damage**, cost, expense or legal liability is not covered by this policy by reason of this exclusion, the burden of proving the contrary is on **you**

8. any loss or **damage** to property, any expense or legal liability or **bodily injury** 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 its nuclear component
 - pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed
9. any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos.

Further Information

Your agreement with us

We will insure you in accordance with the policy terms and conditions in respect of the sections of cover as shown in the schedule as applying to you against loss, damage or legal liability occurring during any period of insurance for which you have paid or agreed to pay a premium. Prior to us accepting this policy of insurance, you provided us with answers to a number of questions. Your answers are recorded in a Statement of Fact which we will issue to you at the commencement of this policy and again at each renewal. It is important that these answers have been provided honestly and, having taken reasonable care, to the best of your knowledge. You should carefully check this Statement of Fact to ensure that all details have been accurately and completely recorded.

If we find out during the period of insurance that any answers to the questions we have asked you, as recorded in the Statement of Fact, have been incorrectly given, your policy may be cancelled, or a claim rejected or not fully paid.

Changes

You must tell us, as soon as possible, about any change in circumstances as this could affect your insurance cover. Examples of these changes are:

- anything which is incorrect, incomplete or omitted from the information originally provided by you and contained in the Statement of Fact: or
- any changes in your circumstances which may increase the possibility of loss, damage or liability covered by this policy. Please refer to the Changes in Risk Condition on Page 57.

These changes may lead to an increased or refunded premium, or a change in terms of the policy. Please tell us, your insurance broker or advisor, as soon as possible, if there are any changes to any of the details that are shown on your Statement of Fact.

Confidentiality

We promise complete confidentiality and security in all matters relating to this insurance. These will be under the personal control of a nominated experienced underwriter.

Your Contract

Your Executive Plus Policy is evidence of the contract that is in place between us. The policy, the schedule, including any specific terms and conditions stated, should be read together as one document.

Claims

In the event of a claim we may need to collect additional information from you.

Fraud prevention

We work with the Police, other insurance companies, fraud reference and detection agencies and other representative bodies to prevent and detect fraudulent or exaggerated claims. We may also use commercially available databases to check your identity to prevent money laundering, unless you provide us with satisfactory proof of identity. Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to you.

Further information and how we are regulated

How we use your information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when we process your personal information under our full Privacy Policy.

The personal information, provided by **you**, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by **us, our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process your information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as "sensitive personal information", **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- It is necessary for **us** to process **your** personal information to provide **your** insurance policy and services. **We** will rely on this for activities such as assessing **your** application, managing **your** insurance policy, handling claims and providing other services to **you**.
- **we** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. **We** will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services.
- **we** have a legal or regulatory obligation to use such personal information.
- **we** need to use such personal information to establish, exercise or defend **our** legal rights.
- **you** have provided **your** consent to **our** use of **your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **our**, or **your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covéa Insurance Group

Marketing

We will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **we** will check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

Further information and how we are regulated

How we use your information continued...

We may also conduct credit reference checks in certain circumstances. You can find further details in our full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect your credit rating.

Automated Decisions

We may use automated tools with decision making to assess your application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether we are able to offer insurance, the appropriate price for your policy or whether we can accept your claim. If you object to an automated decision, we may not be able to offer you an insurance quotation or renewal.

How to Contact Us

Please contact us if you have any questions about our Privacy Policy or the information we hold about you:

The Data Protection Officer,
Covea Insurance plc,
50 Kings Hill Avenue,
Kings Hill,
West Malling,
Kent ME19 4JX
or email: dataprotection@coveainsurance.co.uk.

Authorisation and Regulation

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Our Financial Services register number is 202277.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations.

Further information is available from
[Financial Services Compensation Scheme](#)
10th Floor
Beaufort House
15 St Botolph Street
London EC3A 7QU.
Website address: www.fscs.org.uk

Environmental Impact

Covea Insurance plc takes a close and responsible interest in the environmental impact of its operations. Due to the nature of our business, we do not have a major impact on the environment. We none the less recognise the value of taking a proactive approach to environmental management. Key measurements of environmental impact focus on the areas of recycling and energy conservation.

Recycling

At all our offices, we endeavour to recycle existing materials wherever possible. We have developed more effective waste management policies and have effective recycling policies for glass, paper, cardboard and print cartridges across all our sites.

Energy

Our computers, printers and photocopiers all operate on power save and only bio-degradable detergents are used throughout the cleaning of our buildings. Our email messages contain a “green” message encouraging recipients to think about the environment prior to print. We aim to run our premises at the optimum temperature (typically 20 degrees) to conserve energy and hand dryers are encouraged instead of paper towels to ensure that we minimise paper wastage.

Taking a responsible approach to social and environmental issues remains crucial to our business performance and its future success. Covéa Insurance will continue to behave ethically and contribute to the environment, while improving the quality of life of the workforce and their families as well as that of the local community and society at large.



Your Executive Plus Insurance Private Client Insurance



0330 221 0444



www.coveainsurance.co.uk



Covéa Insurance
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Reading
RG1 8DA

Covea Insurance plc
Registered Office: Norman Place, Reading, Berkshire, RG1 8DA
Registered in England and Wales No. 613259
Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority No. 202277

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