

RESIDENTIAL HOME INSURANCE POLICY

Underwritten by

中国太平
CHINA TAIPING





INTRODUCTION

Thank **you** for choosing China Taiping Insurance (UK) Company Limited.

You are in good hands.

We are committed to delivering an excellent and sincere customer service so **we** can give **you** the peace of mind **you** deserve.

China Taiping Insurance (UK) Company Limited received its trading license in 1983 and commenced underwriting business on 1 October 1985 so **we** have over 30 years of experience in the UK market. **Our** parent company, China Taiping Insurance Company Limited, is a Chinese state-owned insurance company headquartered in Hong Kong.

We are authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and Prudential Regulation Authority in the UK to underwrite general insurance and reinsurance policies Registered in England and Wales under N. 202690.

China Taiping UK strictly adheres to the principals of prudent business underwriting and **we** transact business with the concept of 'Diligent Management and Sincere Service' in mind.

We have expert technical underwriters that fully understand **your** trade and **your** challenges as a business owner so **we** are confident that **we** can protect **your** business against the insured risks and give **you** the peace of mind **you** need.

We also have an excellent professionally trained in-house claims team who understand **your** needs and will diligently and sincerely listen to **you** so as to provide **you** with the best solutions to get **your** business back on track as soon as possible after a loss.

If **you** would like to find out more about **us** please visit **our** website at:

www.uk.cntaiping.com

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Your Policy

This Home Insurance Policy confirms the insurance cover agreed between **you** (the **insured**) and **us** (the **company**).

Your policy comprises several different parts, which must be read together as they form **your** contract of insurance with **us**. **We** advise **you** to read these carefully to ensure that all the details are correct and that they meet **your** requirements, and that **you** understand the terms, conditions and exclusions.

The contract of insurance with **us** comprises the information **you** have supplied to **us**, this **policy** wording, the **statement of fact** document, any changes to this **policy** or important information **we** give **you** at renewal, the **schedule** and any renewal notices **we** send **you** when renewing the **policy**.

Please ensure that **you** contact **us** as soon as reasonably possible if **you** think that there are amendments to be made or new circumstances that would affect **your** insurance including but not limited to:

Insured person(s) changes or any charges/ convictions for criminal offences other than motoring related

- **You** plan to extend or refurbish **your home**
- **You** plan to let or sub-let **your home**
- **You** plan to leave **your home unoccupied** for longer than 60 days
- **You** plan to use **your home** for business other than office work

If you are unsure about a change to be declared then please get in touch with us.

Insuring Clause

In consideration of the **insured** having paid, or agreed to pay, the premium required, the **company** will indemnify the **insured**, in accordance with the cover detailed in those sections shown as operative or where a **sum insured** or limit of indemnity is shown in the **schedule**, and occurring during the **period of insurance**, or any subsequent period for which the **company** agrees to accept payment of the premium.

The **company** has relied on the information supplied by **you** in connection with this insurance to enable it to form the contract of insurance between **you** and the **company**.



Yamei Yang

Chief Executive

Signed on behalf of China Taiping Insurance (UK) Co Ltd

Registered Office: 2 Finch Lane, London EC3V 3NA

Authorised by the Prudential Regulation Authority; and

Regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Register number: 202690

CUSTOMER INFORMATION

To ensure **you** keep **your home** in a good state of repair, which may also help reducing or eliminating deductions for wear and tear in case of a claim, here are some tips for **you**:



Loft

- Check **damage** or holes to the roof which may be visible from the presence of light coming through or draughts.
- Check **your** wooden beams for any **damage**, damp or woodworms which are visible from the presence of small holes in the timber.
- Check the insulation of **your** loft is still fit for purpose and undamaged. Pipes need to be kept warm to prevent freezing if not in use.

Kitchen

- Have **your** boiler checked by a qualified engineer once a year and keep the heating system maintained.
- If **you** have a fireplace, wood or fire burner anywhere then ensure **your** chimney is regularly swept, ideally once a year and that **you** have a carbon monoxide alarm in working order around the chimney for **your** safety. A Carbon Monoxide alarm should be purchased and positioned near the gas appliance.
- Keep a fire blanket and fire extinguisher in the **home** so **you** can keep any small localized fires from growing out of control.

Bathroom

- Check for condensation and mould signs and repair or remove any damp patches.
- Check **your** grouting and where damaged ensure **you** re-grout or re-seal around the shower or bath.

General Home

- Repair **your** plasterwork and visible cracks in any wall paintwork where signs of **damage** are showing.
- Ensure **your** wiring is up to date and safe and the fuses aren't tripping too often. It is a good idea to have qualified electrician coming to inspect the fuse board and wiring every few years.
- Regularly take the pressure out of **your** radiators by using a radiator key to remove air from **your** heating system.
- Check **your** gutters for any **damage** caused by overflowing water or vegetation growing within them.
- Check that the window panes are properly sealed and the frames are painted and water tight.

PROCEDURE FOR NOTIFYING CLAIMS

Please ensure **you** comply with the Claims Conditions under General Conditions of this **policy**.

Applicable to all Sections other than Legal Expenses claims under Section 4

In the event of an incident which may give rise to a claim, the **insured** must notify the **company** giving full details of what has happened as soon as possible, and in accordance with the timescales detailed in Claims Condition A and B under General Conditions.

Monday - Friday between 9am and 5pm:

To notify **us**, please contact the Claims Department, quoting **your policy** number, via:



020 7839 1888; or FAX: 020 7621 1202



newclaims@uk.cntaiping.com



China Taiping Insurance (UK) Co Ltd, 2 Finch Lane, London EC3V 3NA

Out of Office hours including weekends, holidays:

Out of office hours notification of claims are handled on the **company's** behalf by IAS Chartered Loss Adjusters and in the event of an incident that may arise in a claim they should be contacted immediately on the below number quoting **your** China Taiping's **policy** number:



014 2485 0333

Applicable to any Family Legal Protection claims under Section 4

All claims are handled on the **company's** behalf by Independent Living Group (ILG) and in the event of an incident that may arise in a claim they should be contacted in writing at the address shown below. Reference to the **company** in this section in relation to the control and handling of any claim the **insured** make may refer to either the **company** or Independent Living Group (ILG) acting on **company's** behalf.

Legal advice service: Independent Living Group (ILG)

Address: Premier House, Londonthorpe Road, Grantham, Lincolnshire NG31 9SN

Telephone: 01476 513 796

Quoting reference: China Taiping

CUSTOMER INFORMATION - continued

COMPLAINTS PROCEDURE

We make every effort to deliver a high quality service to **our** policyholders. If **you** have a complaint about **our** service, or about a claim, **we** operate a swift and effective complaints handling procedure.

1. **Your** complaint can be made orally or in writing, and on **your** behalf by a third party.

2. If **you** wish to make a complaint **you** should contact:

The Compliance Officer

China Taiping Insurance (UK) Company Limited 2 Finch Lane

London EC3V 3NA

Tel: **0207 839 1888** or Fax 0207 621 1202

E-mail: compliance@uk.cntaiping.com



3. **Our** Compliance Officer will acknowledge the complaint. **We** aim to resolve **your** concerns in three working days but if **we** are unable to do so **we** will confirm to **you** that **we** have received **your** complaint within five working days and advise **you** of the person who will be dealing with the complaint, and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.
4. If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.
5. **Your** complaint will be thoroughly investigated and **we** will respond to it as soon as possible. Within eight weeks **we** will provide a final response to **your** complaint in writing or, if it is not possible to respond within that time, **we** will inform **you** in writing within twenty business days, why **we** have been unable to resolve the complaint within that time, why **we** need more time to do so and when **you** can expect to receive **our** final response.
6. If **we** have not completed **our** investigation, within eight weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue **our** final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service, if **you** are dissatisfied with the delay.

7. Their address is:

Financial Ombudsman Service Exchange Tower
Harbour Exchange Square London
E14 9SR
Tel: **0800 023 4567** from Landlines or **0300 123 9123** from Mobile phones

(If **you** are calling from outside of United Kingdom: 0044 20 7964 0500)

Fax: 020 7964 1001

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

Website: www.financial-ombudsman.org.uk

8. Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so Free of Charge, but **you** must do so within six months of the date of **our** Final Response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme should **we** be unable to meet **our** obligations under this contract. Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme, contactable via:

FSCS, 10th floor, Beaufort House, 15, St Botolph Street,
London EC3A 7QU
Telephone: 0800 678 1100 or 0207 741 4100
Website: www.fscs.org.uk

CUSTOMER INFORMATION - continued

YOUR RIGHT TO CANCEL

Cooling-off period

You have the right to cancel this insurance **policy** within 14 days of receiving the **policy** documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **you** will have received the **policy** document upon the day following the date it was posted to **you** by first class post, sent to **you** in an email or automatically in an email from **our** website.

If **you** do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception specified in the **schedule**, and no liability whatsoever shall attach to the **company** in respect of the **policy**.

Other than during the Cooling-off period

Following the expiry of the initial 14 day period, this insurance **policy** may be cancelled at any time at **your** written request. Provided that there have not been any claims paid, reported or outstanding, **we** will refund a pro rata proportion of the annual premium payable. Should a claim, or potential claim have been paid, reported or be outstanding, then there will not be any return of premium.

To exercise **your** right to cancel, contact **us** accordingly as per the contact details listed above on page 6.

Premium paid via Direct Debit

If **your policy** is cancelled mid-term, **we** will calculate the return premium on a monthly pro rata basis and **we** will not return the premium already collected in past instalments. If **you** cancel **your** Direct Debit during the **period of insurance** without asking **us** to cancel the **policy** at the same time, **we** will send **you** a Notification of Cancellation of Direct Debit, where **we** will specify the remaining premium to be collected, in a lumpsum, and **you** will be obliged to make the payment of the remaining balance within 7 days of the notice in order to keep the **policy** in force. If **you** still fail to make the payment, this **policy** will be cancelled with effect from the date of the premium default.

OUR RIGHT TO CANCEL

We may cancel this **policy** by sending at least 7 days' written notice by recorded delivery letter or email to **you** at **your** last known address or email address. **We** may do so in the following circumstances:

- **We** suspect fraud;
- The premium is unpaid or not paid in full;
- **You** have failed to provide **us** with accurate and complete information and / or the **statement of facts** issued by **us** on the basis of the information **you** have provided does not match **your** current circumstances;
- **You** don't cooperate with **us** by providing documents or information **we** require to deal with **your** claim.

The Law that Governs this Policy and Jurisdiction

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary, this insurance **policy** shall be subject to the law governing England and Wales.

The indemnity provided by this **policy** shall apply only to judgements against **you** in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands; and not to judgements obtained elsewhere, nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this **policy** has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

The Law that Governs the interpretation of this Policy

All disputes concerning the interpretation of this **policy** are understood and agreed by both **you** and **us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England or Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

This **policy** and the **schedule** should be read carefully and if it is incorrect return it immediately to **us** for alteration.

This **policy** should be kept in a safe place – **you** may need to refer to it if **you** have to make a claim.

GENERAL DEFINITIONS AND INTERPRETATIONS

Any word or phrase specified hereunder to which a meaning is given has the same meaning wherever it appears in this **policy** or any **schedule endorsement** or notice attached or issued by the **company** unless specifically amended by any documentation issued by the **company**. For ease of interpretation such words are printed in **bold font**.

Words importing any gender shall include all genders, and words or phrases expressed in the singular context shall also mean the plural and vice versa.

Damage

Means **damage** caused suddenly and unexpectedly by an external force.

Act of Terrorism

Means an act or acts including but not limited to the threat of force and/or violence or harm to life or property through the use of biological, chemical and/or nuclear force and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Building

Means the **home**, including permanent landlord's fixtures, solar panel and other renewable energy kits, decorations and fittings in or on the **home**, fixed disability aids, adaptations and equipment, **outbuildings**, swimming pools, tennis courts, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, handrails, ramps, fences, gates, hedges, and fixed tanks providing fuel to the **home**. These must all be at the address shown on **your schedule**.

Company/us/we

Means China Taiping Insurance (UK) Co Limited.

Computer Systems

Means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output **data** storage device networking equipment or back up facility owned operated by or held in trust by **you**.

Credit cards

Means credit, cheque, debit, charge, bankers' and cash dispenser cards belonging to **you** and used for personal, domestic or social purposes only.

Data

Means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a **computer system**.

Domestic Staff

Means a person employed directly by **you** to carry out domestic duties associated with **your home** or its garden and not employed by **you** in any capacity in connection with any business trade profession or employment.

Endorsement

Means any additional terms relating to the insurance provided by this **policy** which are

- 1) not within the **policy** but attached to any **schedule** issued by the **company** or
- 2) within the **policy** and stated in the **policy schedule** as applying to this **policy**

Excess

Means amount stated herein, or shown in the **schedule** to any Section of this **policy** being the amount **you** are required to pay of each and every claim made.

Geographical Limits

Means the United Kingdom.

Heave

Means an expansion of the land beneath the **buildings** resulting in upwards movement.

Home

Means the private residence including **outbuildings** and garages at the address shown on **your schedule** and used for domestic purposes only.

Home Contents

The term **home contents** does **not** include any landlord's fixtures and fittings, property primarily held for professional or business purposes, electrically or mechanically powered vehicles, (other than mobility carriages, electric wheel chairs or similar not requiring road license), aircraft, boats, boards and craft designed to be used on or in water, caravans, trailers, trailer tents and their parts and accessories, any living creature or property more specifically insured by any other **policy**.

Means:

- 1) **Household Goods**
This includes fixtures, fittings and interior decorations.
- 2) **Personal Possessions**
Means personal property which belongs to **you** or which **you** have legal responsibility for which is normally worn or carried on or about the person, including clothing, **computer systems** such as mobile phones or tablets, luggage bags, binoculars and photographic, sports, musical equipment and pedal cycles. It does not include **valuables** or **money**.
- 3) **Valuables**
Means jewellery (including costume jewellery) articles of or containing gold, silver or other precious metals, cameras (which includes video cameras and camcorders), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.
- 4) **Money**
Means coins, bank notes in current use, postal orders, postage stamps (which are not part of a collection) trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, money orders, travel tickets (including season tickets), petrol coupons, gift tokens, phonecards, prebooked event, entertainment tickets and electronic money cards.

Identity fraud

Means someone knowingly using **your** own mean(s) of identification without **your** knowledge or permission and with the intention of committing an illegal act.

Money

Means Cash, currency, bank notes, cheques, postal or money orders, savings stamps and certificates, premium bonds, gift tokens, luncheon vouchers, trading stamps, travellers cheques, travel tickets and current postage stamps belonging to **you** and held for personal, domestic or social purposes only.

Motorised vehicles

Means any mechanically or electrically powered vehicle and all their accessories except:

- 1) gardening equipment used within the boundaries of **your home** and the land belonging to it;
- 2) golf trolleys and carts;
- 3) toys controlled by a pedestrian.

Outbuildings

Means:

- 1) sheds
- 2) greenhouses
- 3) summer houses
- 4) other buildings

Which do not form part of the structure of the main **building** of the **home** and are used or occupied for domestic purposes.

Period of insurance

Means the dates stated in the **schedule** during which the insurance provided by this **policy** is in force and of effect, together with any subsequent period for which premium payment is made by **you** and is accepted by the **company**.

Policy

Means the **policy** wording together with all **schedules**, **endorsements** and notices attached or issued by the **company**.

Schedule

Means most current **schedule** issued to the **insured** by the **company**.

Settlement

Means a movement due to the distribution or re-distribution loading and stresses within the various elements of construction This usually occurs in the early stages of the life of the **building**, it is not normally a continuing problem and is not covered by this **policy**.

Statement of Fact

Means an application, proposal form or declaration made by **you** to the **us** that provides full details of the risks to be insured, and of any other and previous insurance history, or other related circumstances or information, that pertains to this contract.

Storm

Means an unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow. **Storm** is generally identified by a wind speed of at least 55 mph under the Beaufort scale.

Subsidence

Means a downward movement of a **building** foundation caused by loss of support of the site beneath the foundations usually associated with volumetric changes in the subsoil.

Sum Insured

Means the maximum amount the **company** will pay for each item insured under any section as shown in **your schedule** for all claims resulting from one incident unless otherwise stated.

Unoccupied

Means not lived in by **you** or anyone who has **your** permission for more than 60 consecutive days.

'Lived in' means that the **home** does not contain enough furniture for normal living purposes or that day-to-day activities such as eating, sleeping, bathing are not regularly carried out in the **home**.

You/ Insured

Means the person(s) named in **your policy schedule**, their domestic partner and members of their immediately family who normally live with them.

GENERAL EXCLUSIONS

The following Exclusions apply to all Sections of **your policy**

We will not be liable for any loss, destruction, **damage**, consequential loss or liability directly or indirectly caused by, or contributed to by, or arising from:

1. RADIOACTIVE CONTAMINATION

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

2. PRESSURE WAVES

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

3. POLLUTION

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

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

4. WAR AND ACT OF TERRORISM

We will not be liable for any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of, or connected with, whether or not such consequence has been contributed to by any other cause or any event and any action taken in controlling, preventing, suppressing or in any way relating to:

- 1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation, nationalisation or requisition or destruction of or **damage** to property by or under the order of any Government or public or local authority;
- 2) **act of terrorism** or any action taken in controlling preventing suppressing or in any way relating to any of the above including any failure in the supply of gas, water, electricity or phone service to **your home** which is caused by an **act of terrorism**;

In any action suit or other proceedings where the **company** alleges that by reason of the **policy** definition **act of terrorism** any claim hereunder is not covered by this **policy** the burden of proving that such claim hereunder is covered shall be upon the **insured**.

5. DELIBERATE OR CRIMINAL ACTS

We will not be liable for any **damage** caused as a result of the property being used for illegal activities and for any **damage** deliberately caused by or arising from a criminal act caused by **you** or anyone else living with **you**. This exclusion does not apply to theft of insured property by **domestic staff**.

6. POLICY START DATE

We will not be liable for any events before the cover start date.

7. REDUCTION IN MARKET VALUE

We will not be liable for any reduction in market value of any property following its repair or reinstatement.

8. CYBER EXCLUSION

This **policy** excludes any **damage** consequential loss liability claim cost expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with:

- 1) a **cyber loss**
- 2) any loss of use reduction in functionality erasure corruption alteration repair replacement restoration research engineering or reproduction of any **data** including any amount pertaining to the value of such **data**

regardless of any other cause or event contributing concurrently to or in any sequence to.

Provided that

this exclusion applies to all sections of this **policy** except (where insured) the 'Data' and 'Liability to Domestic Staff' extensions in Section 1 – Contents.

Notwithstanding 1) and 2) above, this **policy** covers the cost to repair or replace a **computer system** including any consequential loss following **damage** insured under this **policy** directly occasioned by or resulting from fire, explosion, lightning, theft or attempted theft, escape of water, **damage**, vehicle or aircraft impact, earthquake, falling objects, windstorm, flood and hail.

For the purpose of this Exclusion:

Cyber loss means any **cyber act** or **cyber incident** including but not limited to any action taken in controlling preventing suppressing or remediating any **cyber act** or **cyber incident**

Cyber act means:

- 1) one or a series of unauthorised malicious or criminal acts or instructions regardless of time and place or the threat or hoax thereof involving access to processing of transmission of use of or operation of any **data** and/or **computer system**
- 2) the transmission or impact of any virus, meaning a corrupting instruction that propagates itself via a **computer system** or network

Cyber incident means:

Any misuse, error or omission or series of related errors or omissions involving:

- 1) access to processing of use of or operation or availability of any **data** and/or **computer system** or any reductions in the functionality of or partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any **computer system**
- 2) any use of electronic networks including but not limited to the internet and private networks intranets extranets electronic mail worldwide web social media and similar medium carried out by **you** or by any person, partnership firm or company acting for **you** or on **your** behalf

9. COMMUNICABLE DISEASE EXCLUSION

Notwithstanding any provision to the contrary this **policy** excludes any actual or alleged **damage**, legal liability, injury, costs and expenses - including but not limited to any cost to clean up, detoxify, remove, monitor or test - and any other sum of any nature whatsoever directly or indirectly caused

by, contributed to by, resulting from, originated by, attributable to or occurring concurrently with a **communicable disease** or the fear or threat (whether actual or perceived) thereof.

The presence of a person or persons at the **home** that is/are possibly or actually infected with a **communicable disease** shall not constitute **damage**, whether physical or otherwise, or give rise to **your** legal liability or any costs of expenses in any way.

For the purpose of this Exclusion, a **communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1) the substance or agent includes but is not limited to a virus bacterium parasite or other organism or any variation thereof whether deemed living or not and
- 2) the method of transmission includes but is not limited to airborne transmission bodily fluid transmission from or to any surface or object solid liquid or gas or between organisms and
- 3) the disease substance or agent can cause or threaten **damage** injury or illness to human health or human welfare or can cause or threaten **damage** to deterioration of loss of value of marketability of or loss of use of property

Provided that:

- 1) where **we** are alleging that this exclusion applies then the burden in proving to the contrary lies with **you**.
- 2) this exclusion applies to all sections of this **policy** except those (where available and insured) noted below:
'Liability to Domestic Staff' extensions in Section 1 – Contents; but any circumstance where compulsory insurance of liability to any **domestic staff** is required by statute but the limit of indemnity shall be reduced to the minimum amount as required by law.

10. CONFISCATION

We will not be liable for any **damage** directly or indirectly occasioned by or happening through confiscation or detention by customs or other officials or authorities.

11. OTHER POLICIES

We will not be liable for any **damage** that would be covered under another insurance if this **policy** did not exist but **we** will pay the amount exceeding the cover available under that other insurance.

12. WEAR AND TEAR

We will not be liable for any **damage** or liability arising out of the gradual deterioration of any property or possessions that naturally and inevitably occurs as a result of normal wear or aging.

13. Glass Inclusion

We will not be liable for any **damage** to thermally toughened glass caused by or as a result of nickel sulfate reacting with any part of the materials that the building or the glass itself is constructed of.

CLAIMS CONDITIONS

We shall be under no obligation to settle a claim under this **policy** unless the terms of this condition have been complied with and any payment on account of a claim already made shall be repaid to **us**.

YOUR RESPONSIBILITIES IN CASE OF A CLAIM

You must:

1. notify **us** as soon as is practicable, but no later than the following timescales, and give full details of the occurrence:
 - 1) 7 days of **damage** caused by riot civil commotion strikes labour disturbances or malicious persons;
 - 2) as soon as possible and no later than 30 days of **damage** by any other cause or injury insured by this **policy**;
 - 3) forward to the **company** immediately on receipt and without answering it any letter claim writ summons or process.
2. inform the police as soon as practicable no later than 5 days of any malicious damage, violent disorder or riot or civil commotion, or **act of terrorism** or the theft or loss of any property insured or **money**.
3. send to **us** at their own expense a written claim together with such detailed particulars and proofs certificates or other documents as may reasonably be required by **us** and details of any other insurance covering the **damage**, injury or liability for which **you** are claiming indemnity under this **policy**.
4. take all reasonable steps to diminish or avoid **damage** or risk of injury.
5. not negotiate with nor make any admission of liability nor offer payment or promise to any party without **our** written consent.
6. retain ownership of **your home contents** and **home** at all times, and not abandon any property to **us**. **We** will not take ownership, possession or accept liability for any of **your** property unless agreed in writing first.

OUR RIGHTS IN CASE OF A CLAIM

1. If any event happens which may give rise to a claim under this **policy** **we** will be entitled to:
 - 1) enter **your home** where **damage** has occurred and take and keep possession of damaged property insured and deal with the salvage in a reasonable manner. This condition shall be proof of **your** consent for such purpose - no property may be abandoned to **us**.
 - 2) exercise sole conduct and control over the defence or **settlement** of any claim made upon **you** or any other person covered by this **policy** by any other party.
 - 3) prosecute in **your** name or the name of any other person covered by this **policy**, but for **our** benefit, any claim for damages or indemnity.

2. In the event of any claim under this **policy**, **you** shall at **our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **your** name before or after any payment is made by **us**.
3. Ask **you** to provide all help and assistance and co-operation required by **us** in connection with any claim.
4. **We** may at any time pay to **you** in connection with any claim, or series of claims, the amount of the limit of indemnity or the **sum insured**, or such lesser amount as the claim or claims can be settled for, after the deduction of any amounts already paid and the amount of any **excess**. **We** will not make any further payment in respect of such claim, or claims, except for costs and expenses which they have already agreed to bear and which were incurred prior to such payment.

GENERAL CONDITIONS

The following Conditions apply to all Sections of this **policy** and **you** must comply with them in order for **your policy** to be in force.

1. BASIS OF SETTLEMENT

BUILDINGS, CONTENTS AND PERSONAL POSSESSIONS SECTIONS

Provided that, at the time of **damage**, the **sum insured** is not less than the full replacement cost, **we** will, at **our** option repair reinstate or replace the lost or damaged property. Replacement will be on a like for like basis or based on the nearest equivalent in the current market.

Where property cannot be replaced or repaired **we** may at **our** option pay in cash the amount of the loss or **damage**, in which case the sum payable will reflect any discounts **we** may have received, had **we** replaced the property.

The **sum insured** will not be reduced by any claim.

An approved supplier may be appointed where appropriate to act on **our** behalf to further validate **your** claim and they are authorised to arrange a quotation a repair or a replacement where appropriate.

MATCHING SETS SUITES AND CARPETS

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings is regarded as a single item. **We** will pay **you** for individual damaged items but not for undamaged companion pieces. Where carpeting is damaged beyond repair, only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms.

WEAR AND TEAR DEDUCTION

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

Your Home Contents – There will be a deduction for clothes, furs and household linen. There will be no deduction for all other **home contents** provided they have been maintained in good repair and the **sum insured** represents the full value of the property.

Your home – If repair or reinstatement is carried out, there will be no deduction, provided that the **sum insured** represents the full value of the **buildings** and they have been maintained in good repair.

INFLATION PROTECTION – INDEX LINKING

To help protect **you** against the effect of inflation, **sums insured** under household goods, personal possessions and **buildings** will be adjusted at each renewal

The premium at renewal for the next **period of insurance** will be based on any increased **sum insured**.

Although **you** have the benefit of inflation protection, **you** should not rely on this alone to keep the **buildings**, household goods and personal possessions **sums insured** at the correct level.

The value of **your buildings, home contents** or personal possessions may be growing faster than inflation – for example, due to a new extension or acquired items.

2. INFORMATION PROVISION- IMPORTANT INFORMATION

You must take reasonable care to provide **us** with complete and accurate answers to the questions **we** ask every time **you** take out, amend or renew this **policy**.

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out circumstances where a policyholder's failure to provide complete and accurate information to an insurer allows the insurer to cancel the **policy**, sometimes back to its start date and to keep any premiums paid.

We have relied on the information advised by **you** to decide whether to provide **you** with this insurance and at what terms and price.

If the information **you** have provided **us** with is not complete or accurate, **we** will void the **policy** and refuse to pay any claims where any failure to give **us** accurate and complete information is:

- 1) deliberate or reckless; or
- 2) of such other nature that, if **you** had disclosed the complete and accurate information to **us**, **we** would not have underwritten **your policy**.

If **we** would have issued the **policy** on different terms had **you** given **us** accurate and complete information, **we** will:

- 1) reduce proportionately the amount paid or payable on any claim, the proportion for which **we** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **we** would have charged had had **you** given **us** accurate and complete information; and/or
- 2) treat the **policy** as if it had included such additional terms (other than those requiring payment of premium) as **we** would have imposed had **you** given **us** accurate and complete information

For the purposes of this condition references to:

- 1) avoiding a **policy** means treating the **policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **policy**), the renewal date (where the failure occurs at renewal of the **policy**), or the variation date (where the failure occurs when the **policy** is varied);
- 2) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- 3) issuing a **policy** should be treated as references to issuing the **policy** at inception, renew or varying the **policy** as the context requires.

3. CHANGES IN YOUR CIRCUMSTANCES

You must notify **us** immediately of any change which may affect this insurance.

Changes that may affect **your** insurance that **you** must tell **us** about as soon as possible are listed below, though the list is not restrictive as individual circumstances may vary:

- **You** plan to leave **your home unoccupied** for more than 60 days
- **You** are now letting **your home**, including having a lodger in, or using it for business
- **You** change **your** address or **your** occupation
- **You** are being charged or convicted of a (non-motoring) criminal offence or declared bankrupt or subject to bankrupt proceedings
- **You** are intending to alter, structurally amend or renovate the **buildings** (though not internal changes unless **you** are creating an additional bedroom, bathroom or shower room)
- There is a change in the people to be insured
- Any other facts that may affect **our** judgement of acceptability or premium (if in doubt, please contact **us** anyway).

We will tell **you** if **we** can accept the change and if so, whether it will result in revised terms and/or premium being applied to **your policy**.

If the information **you** provided is not complete and accurate **we** may:

- cancel **your policy** without paying any claim; or
- only pay part of the claim; or
- amend the terms of **your policy** such as one or more of: the premium; the **excess**; the extent of cover.

4. KEEPING YOUR SUMS INSURED AT THE CORRECT LEVEL

You must at all times keep the **sums insured** at a level which represents the full value of the property insured. Full value means:

For the **buildings**:

- The estimated cost of rebuilding if the **buildings** were completely destroyed. This is not the market value.

For **home contents**:

- The current cost as new (other than for clothes furs and household linen).
- For clothes, furs and household linen the current cost as new less an appropriate allowance for wear and tear.

If **we** find that the values declared to **us** do not represent the amount it would cost to replace all of the items to be insured, **we** will reduce the amount of any claim in proportion with the level of under insurance as stated below.

5. UNDERINSURANCE

If the **sum insured** for each section or item covered by this **policy** shall, at the time of **damage**, be greater than its **sum insured**, **you** shall only be entitled to recover such proportion of **your** claim as the **sum insured** bears to the total value of the said property. To calculate the level of under insurance **we** will divide the amount insured by the current replacement cost and multiply this figure by the amount of the agreed claim.

We will only apply this calculation if **we** find that the values given to **us** are less than 85% of the current replacement cost.

6. REASONABLE PRECAUTIONS

You must:

- 1) take all reasonable precautions to safeguard any property insured by this **policy** against **damage** and to prevent injury or loss or destruction of or **damage** to other property
- 2) maintain **your home** in good repair and condition.

7. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

8. GENERAL DATA PROTECTION REGULATION 2018

It is agreed by the **insured** that any information provided to the company regarding the **insured** for the purpose of accepting insurance and handling any claims may if necessary be divulged to third parties provided that it will be processed by the company in compliance with the provisions of the General Data Protection Regulation 2018.

9. FRAUD

If **you** or anyone acting on **your** behalf makes any false, deliberately caused, exaggerated or fraudulent claim or makes use of false or fraudulent documents, statements to support a claim (regardless of whether or not the claim itself is genuine), **we** will:

- 1) refuse to pay any benefits under this **policy**
- 2) not return any premium to **you**
- 3) cancel **your policy** immediately and backdate the cancellation to the date of the fraudulent claim
- 4) recover from **you** any sums that **we** already paid in respect of the claim and
- 5) consider taking legal action against **you**.

We check **our** records against antifraud databases and other financial institutions.

10. OTHER INSURANCES

If another insurance exists which more specifically insures property insured herein this **policy** will not apply except in respect of any amount over and above that recoverable under such more specific insurance.

For any property insured that is subject to underinsurance, or is limited in respect of the value of any article, or the total amount is divided in respect of said property, then this **policy** may, at **our** option, be held to contain the same condition of Underinsurance, limit of value and division of amount, on a pro rata basis.

11. PREMIUM PAYMENT

It is a condition of this **policy** that **you** pay the full premium to **us**, whether annually in full or monthly as agreed by **us**, in order for **your policy** to be in force.

If the premium is not received by **us** as agreed, **your policy** will be considered void as if it never existed. If the premium is paid via Direct Debit and a claim has been settled during the current **period of insurance**, **you** must continue with the instalment payments or **we** may cancel this insurance as set out in the Cancellation condition.

If the premium isn't fully paid and up to date the outstanding instalments will be deducted from any claim payment that may be due to **you**.

12. RECOVERY OF LOST OR STOLEN PROPERTY

If any lost or stolen property which is the subject of a claim under this **policy** is recovered **you** must inform the **company** as soon as reasonably possible by recorded delivery letter or email. If the property is recovered before the payment of the claim for loss of that property **you** must reclaim such property and the **company** will then indemnify **you** under the terms of this **policy** for any **damage** sustained to such property

If the property is recovered after payment of the claim for loss of that property the property will then belong to the **company** but **you** will have the option of retaining the property and refunding to the **company** any claim payment the **company** have made for the property subject to any appropriate adjustment for **damage** to the property

13. PROTECTION

All protections provided for the safety of the **building** specified in the **statement of fact** must be maintained in good order and be in use at all times, as well as when the **building** is left unattended.

14. PRECIOUS STONES

The settings of the stones in any item of jewellery exceeding the value of £5,000 must be examined by a competent jeweller once every three years and any defect remedied immediately.

15. ARBITRATION

If **we** accept liability for a claim under this **policy** but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time.

In these circumstances the arbitrator's award must be made before there is any right of action against **us**.

16. OWNERSHIP PROOF

You must be able to prove to **us your** loss and it is therefore necessary that **you** keep all **your** receipts, valuations and any other relevant documentation to help **us** with **your** claim.

17. KEYS CONDITION

We shall not be liable for any loss or **damage** caused by theft of jewellery from safe(s), unless **you** have removed the keys of the safe(s) from the **home**, while **you** are absent from **your home**.

18. FLAT ROOF

Applicable to Section 2 – Buildings

We will not pay for **damage** caused by **storm** or flood unless:

- 1) the flat roof portion of the **buildings** has been inspected at least once every eight years by a qualified builder or roofing contractor;
- 2) all remedial work following any inspection is completed within 60 days of the inspection
- 3) **You** have retained evidence of the inspection and repairs.

We will not pay for the first £500 in respect of each and every claim caused by **storm** or flood.

19. INCREASED EXCESS FOR FLAT ROOF

You shall be responsible for the first £500 of each claim for loss destruction or **damage** arising in connection with the flat roof of any **buildings** insured under this **policy**.

20. SANCTIONS

We shall not provide any benefit under this **policy** to the extent that such cover or claim payment would expose **us** to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations resolutions.

POLICY ENDORSEMENTS

The following **Endorsements** apply to this **policy** only if they show in **your schedule**.

1. Theft Exclusion

This insurance does not cover theft when **you** have left **your home** without an authorised occupant unless:

- 1) At all such times the intruder alarm has been put into full and effective operation;
- 2) The intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with a company which is a member of NSI (National Security Inspectorate).

2. Theft or Attempted Theft and Malicious Damage

We will not be liable for the first £1,000 of each and every claim arising from theft or attempted theft or malicious damage unless the property is protected by:

- 1) External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621);
- 2) Patio Doors: in addition to a central locking device, key operating bolts to top and bottom opening sections;
- 3) Windows: key operated security locks to all ground floor and other accessible windows.

3. Theft limitations Clause

This insurance does not cover theft or attempted theft from **your home**, other than as a result of violent and forcible entry.

4. Protection Condition

It is a condition precedent to **our** liability for any loss destruction or **damage** due to theft or attempted theft from the **home** when the **home** is unattended by **you** and or authorised persons that at the time of the loss destruction or **damage** all external doors and windows in the **home** are shut and secured closed by their normal methods of fastening.

5. Minimum Security Condition

We shall not be liable for any loss or **damage** caused by theft from **your home**, unless the undernoted minimum protections are fitted:

- External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621), or multi-point locking system (such as a uPVC or aluminium door), or rim automatic deadlatch;
- Patio Doors: in addition to a central locking device, key operating bolts to top and bottom opening sections;
- Windows: key operated security locks to all ground floor and other accessible windows;
- All keys removed from locks and placed out of sight when the **home** is left unattended;
- External windows and all external doors are secured as above when **you** have retired for the night except windows in occupied bedrooms which may be left open for ventilation.

6. Safe Condition

It is a condition precedent to **our** liability that any single article whose value exceeds £5,000 is kept in a locked safe in the **home**.

7. Bicycle Storage Condition

It is a condition precedent to liability that any bicycles are stored:

- 1) inside the **home**; or
- 2) in a locked garage; or
- 3) in a locked bricked **outbuilding** fitted with 5 Lever Mortice Deadlocks (conforming to British Standard 3621) and the keys are removed.

Whenever the bicycles is being used and temporarily away from the **home** and unattended, the bicycle should be locked to a permanent structure with a Silver 'Sold Secure' lock.

If the bicycle is worth more than £2,500, a Gold 'Sold Secure' lock is required.

8. Bicycle Accessories Exclusion

Damage of any kind, including theft or attempted theft, to bicycle accessories is excluded whilst they are away from the **home** and unattended.

9. Bicycle Accessories Excess

You are responsible for the first £50 or 10%, whichever is greater, of any bicycle accessory worth in excess of £200.

10. Jewellery Clause

We will not pay more than £500 for any one claim of, loss of or **damage** to jewellery or watches by theft or disappearance unless such items are:

- 1) Being worn by **you**;
- 2) Being carried by hand under **your** personal supervision; or
- 3) Deposited in a bank or locked safe or, if **you** are staying in a hotel or motel, unless such items are kept in the principal safe of the hotel or motel.

11. Non-Standard Construction Clause

It is agreed that the private dwelling of the **home** is not of standard construction.

12. Subsidence, Heave or Landslip Exclusion Clause

We shall not be liable for any **subsidence, heave** or landslip under this **policy**.

13. Flood Exclusion Clause

We shall not be liable for any loss or **damage** caused by flood other than directly resulting from escape of water from fixed water tanks and pipes.

14. Mortgage Interest Clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of **damage** to **your home**, provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or **damage**. They may also have to pay an extra premium which **you** will have to repay them.

15. Unattended Vehicles Clause

We shall not be liable for any loss or **damage** caused by theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.

16. FLEEA Clause

It is hereby noted and agreed that **your home** insured hereunder is only covered against **damage** directly caused by the perils of fire, lightning, explosion, earthquake and aircraft.

17. Stamp Clause

We will only pay up to 75% of the Stanley Gibbons valuation in respect of any stamps that are lost or damaged.

18. Musical Instrument Clause

This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.

19. Flat Roof Clause

It is a condition precedent to any liability for claims relating to the flat roof under this **policy** that the flat roof has been inspected and repaired, where necessary, no later than 24 months after inception by a qualified contractor.

Future inspections and repair, renovation and replacement, where necessary must take place at five year intervals thereafter by a qualified contractor with full records of inspections and works retained for **our** inspection.

20. Monthly Payment Clause

It is understood and agreed that this **policy** runs from month to month and that continuation of cover is dependent upon **your** paying the premium for each month's cover. **We** will normally only review **your** premium once per annum.

21. Tree Pruning Clause

It is a condition precedent to liability that a qualified Tree Surgeon or similar professional must, every three years, at the **insured's** expense:

- 1) Inspect any/all trees to ensure that they do not affect the structure or drains and sewers of the property insured;
- 2) Prune or pollard any/all trees as appropriate.

22. Central Heating Clause

It is a condition precedent to liability that **you** maintain **your home** at a constant temperature of 13°C at all times or turn the water supply off and drain the system.

23. Increased Excess (£200)

Your excess under this **policy** is amended to £200 (except claims due to **subsidence**, landslip or **heave** for which the **Insured** is responsible for the first £1,000 or other amount endorsed hereon).

24. Alarm Condition and Protections

It is a condition precedent to **our** liability that for any **damage** due to theft or attempted theft from **your home** when the **home** is unattended by **you** and or any authorised persons:

- 1) at the time of the loss destruction or **damage** all external doors and windows in the **home** are shut and secured closed by their normal methods of fastening and the intruder alarm in **your home** is set and its keys/code removed from **your home**.
- 2) the intruder alarm including its methods of signalling:
 - a) is in accordance with the alarm specification notified to **us**
 - b) is in thorough working order
 - c) is maintained and regularly inspected by the installing or approved company
 - d) was tested and set immediately before the **home** was left unattended

- 3) at the time of the loss destruction or **damage** the police have not in writing refused to respond to any alarm calls resulting from activation of the intruder alarm in **your home**.

25. Contractors

We will not be liable for any **damage** or liability arising out of activities of contractors.

SECTION 1 – CONTENTS

This Section applies only if stated as INSURED in **your schedule**

THE MOST WE WILL PAY FOR:

Your schedule will show **you** the **sum insured** for **Contents** whilst in **your home** or the limit of liability shown in the relevant extension of cover which is the maximum **we** will pay for.

Your schedule will show **you** if **you** are required to pay an **excess**.
Index Linking applies.

The following sub- limits apply:

For any one **valuable** - 5% of the **home contents sum insured**;
 For any one claim for **valuables** - one third of the **home contents sum insured**;
 For guests' personal effects - £250;
 For **money** - £250;
 For **Home contents** in **outbuildings** - 10% of the **home contents sum insured**.
 any one loss and in the aggregate for the **period of insurance**.

The **company** will pay for:



Loss of or **damage** to the **home contents** whilst in the **home** caused by:

- 1) Fire, lightning, explosion, earthquake or smoke.
- 2) **Storm** or flood
- 3) Impact involving:
 - a) aircraft or other flying objects or anything dropped from them
 - b) vehicles
 - c) animals other than domestic pets.
- 4) Theft or attempted theft

The **company** will not pay for:

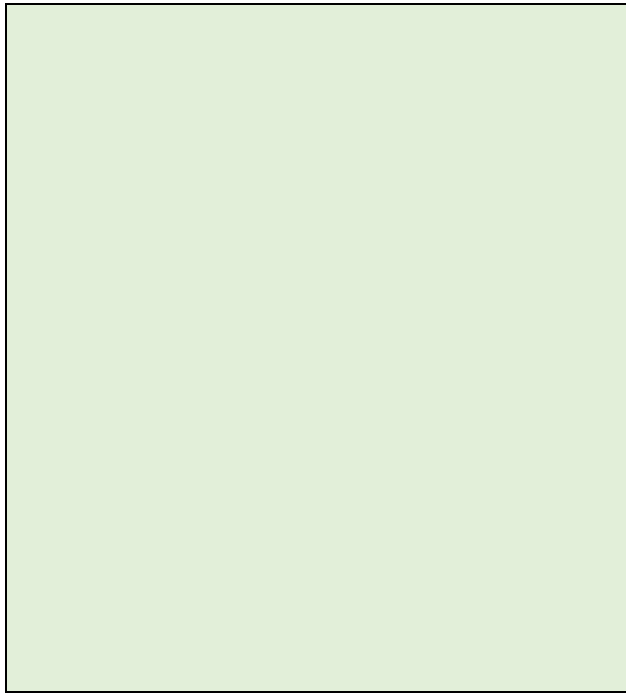


Anything under this column or in the General Exclusions of this **policy** wording.

Loss or **damage** as a result of any gradually operating cause.

Loss or **damage** that happens gradually or as a result of frost.

- a) Loss or **damage** whilst **your home** is **unoccupied**.
- b) Loss or **damage** if **you** live in a non-self-contained flat unless the person(s) breaking in have used force and violence to get in or out of **your home**.
- c) Loss or **damage** caused by **you**, paying guests or by any person lawfully in **your home**.
- d) Loss of **money**, unless the person(s) breaking in have used force and violence



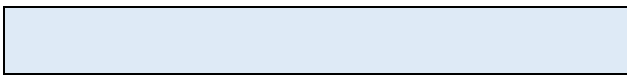
to get in or out of **your home** or has got into **your home** by deception.

- e) Loss or **damage** from communal parts of the **building** accessible to other individuals if **you** live in a self-contained flat.
- f) Loss or **damage** for property obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.
- g) Loss or **damage** caused while **your home** is lent, let or sub-let unless the person(s) breaking in have used force and violence to get in or out of **your home**.
- h) Loss or **damage** from, in or on any unattended vehicle unless the vehicle is locked, windows closed.
- i) Any **motorised vehicles** and their accessories.

5) Escape of water or oil from any interior fixed heating or domestic water or drainage installation, tanks, pipes, washing machine, water bed, dishwasher, refrigerator or freezer.
Up to £500 for loss of metered water following **damage** to interior fixed domestic water installations in or on the **home**.

- a) Loss of or **damage** caused whilst **your home** is **unoccupied**.
- b) Loss of or **damage** to the installation or appliance itself.
- c) Loss of or **damage** caused lack or failure of grout or sealant.

6) Riot, strike, labour or political disturbance or civil commotion



7) Malicious persons or vandals

- a) Loss of or **damage** caused by **you** or by any person lawfully in **your home**.
- b) Loss of or **damage** caused whilst **your home** is **unoccupied**.

8) **Subsidence, heave** or landslip of the site upon which the **building** stands

Loss or **damage**:

- a) Due to coastal or river erosion.
- b) Resulting from demolition, faulty workmanship or use of defective materials, alteration or repair to the **buildings**.
- c) To solid floors unless the load bearing walls are physically damaged at the same time.
- d) Due to **settlement**.

9) Falling trees or branches

Loss or **damage** caused by felling or lopping and the cost of removal of the fallen tree or branch.

10) Escape of heating fuel from fixed heating system.
We will also pay for up to £500 for loss of metered oil following **damage** to interior

Loss or **damage** caused whilst **your home** is **unoccupied**.

fixed domestic heating installations in or on the **home**.

- 11) Breakage or collapse of:
- a) Satellite dishes maximum limit £500;
 - b) TV or radio aerials aerial fittings or masts;
 - c) Lampposts;
 - d) Telegraph poles;
 - e) Electricity pylons poles or overhead cables.

- a) Loss or **damage** to the items themselves.
- b) Loss or **damage** whilst the items are being repaired.
- c) Mechanical or electrical breakdown.

CONTENTS SECTION EXTENSIONS

The Contents section is automatically extended to provide the following covers

The **company** will pay for:



Temporary Removal

We will pay up to £2,500 for loss of or **damage** to **home contents** temporarily removed from the **home** to:

- a) Any bank or safe deposit;
- b) Any occupied private dwelling;
- c) Any **building** where **you** or **your** family are working or temporarily residing while:
 - i) Anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands and those countries bordering the Mediterranean; or
 - ii) Anywhere in the world for up to 60 days during any **period of insurance**.

Tenants liability

We will pay up to the limit stated below for an amount that **you** become legally liable to pay as tenant of the **home** in respect of:

- a) **Damage** to the **buildings** by any cause specified under **buildings** standard cover of this **policy**;
- b) **Damage** to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the **home**;

The **company** will not pay for:



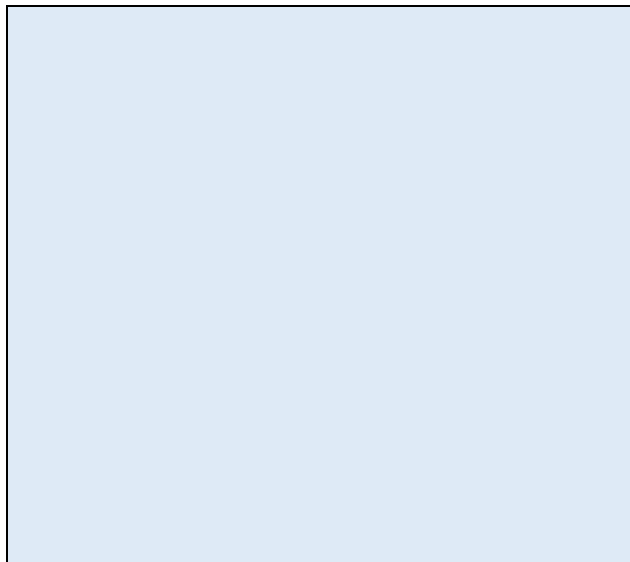
- a) **Storm**, flood or malicious loss of or **damage** to **home contents** which are not in a **building**.
- b) Loss of or **damage** to bicycles and **home contents** for sale or away on exhibition or in a furniture depository.
- c) **Damage** specifically excluded in the standard perils of this section.
- d) Loss or **damage** by theft unless it involves forcible and violent entry to or exit from a **building**.
- e) Loss or **damage** from a caravan, mobile home or motor home.
- f) Loss or **damage** outside the United Kingdom by riot, civil commotion, strikes, labour and political disturbances or malicious persons.
- g) Loss or **damage** to guests' belongings.
- h) Loss or **damage** to personal possessions.

- a) Loss or **damage** caused whilst the **home** is **unoccupied**.
- b) Loss or **damage** caused by **your** paying guests or tenants.
- c) Loss or **damage** to gates, fences and hedges.

c) Accidental breakage of:

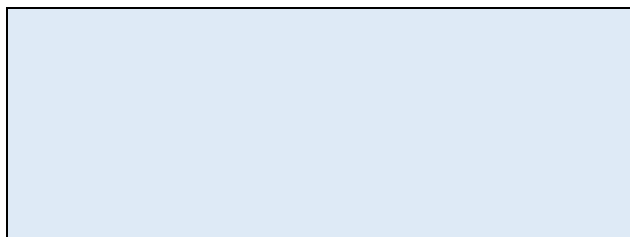
- i) Fixed glass in:
 - Windows;
 - Doors;
 - Fanlights;
 - Skylights;
 - Greenhouses;
 - Conservatories;
 - Verandahs.
- ii) Fixed ceramic hobs or hob covers;
- iii) Fixed sanitaryware and bathroom fittings;
- iv) Kitchen sink.

We will not pay more than 10% of the **sum insured** for **home contents** for any claim or series of claims arising from any one event or one source or original cause.



Replacement locks

We will pay up to £500 any one claim for the cost of replacing necessary locks and keys of alarms and safes installed in the **home** and external doors and windows of the **home** following the loss or theft of keys.



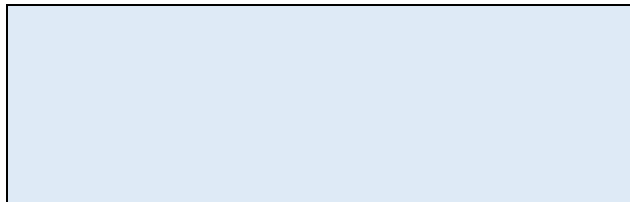
Deterioration of Food

We will pay up to £1,000 for deterioration of domestic food in any freezer in the **home** that is less than 10 years old caused by any malfunction or rise or fall of temperature in the freezer.

- a) Loss or **damage** caused by a deliberate act or strikes by the water supply company.
- b) Loss or **damage** if the food is stored for business or trading purposes.

Personal Accident

We will pay £10,000 to **your** next of kin if **you** die within three months as a direct result of injury caused in **your home** by fire, explosion, lightning or intruders.



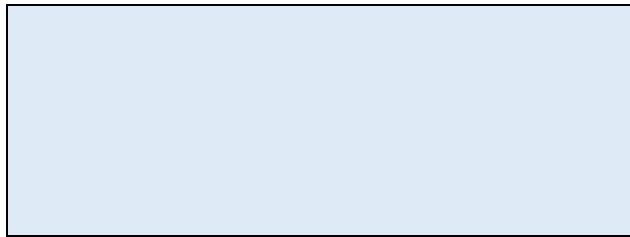
Business contents

We will pay up to £3,000 following **damage** to office equipment that belongs to **you** or for which **you** are legally responsible used in connection with **your** business or occupation whilst in **your home**.

Property insured elsewhere or any **damage** already excluded under this section.

Emergency access

Loss of or **damage** to **home contents** while gaining necessary access to the **home** to deal with a medical emergency or to prevent further loss of or **damage** to other **home contents**.



Property of others in your home

- a) Property more specifically insured or property that is used for business or trade purposes.

Damage to **your** guests' personal effects contained within the **home**.
We will not pay more than £500 for each member of **domestic staff** for any one claim.

Shopping in transit
We will pay up to £250 for shopping or groceries following **damage** whilst **you** are transporting them to **your home** from the shop where **you** purchased them.

Counselling fees
Up to £1,000 for the costs of professional counselling that **you** require as the result of **you** suffering emotional stress as a consequence of an incident at the **home** insured by this **policy**.

Jury service
Up to £25 per day for loss of wages and expenses if **you** are called to attend jury service.
Our maximum liability for one **period of insurance** is £500.

Data
We will pay up to £1,000 for the cost of reconstructing records and replacing any **data**, **you** have legally downloaded to a computer at **home** used solely for social domestic use and are now unable to recover as a result of **damage** to **your home** paid under this **policy**. This does not include information in **your** home entertainment equipment.

Reward
We will pay up to £1,000 to any organisation or person who is not the police or **you**, for information which leads to an arrest and conviction of anyone who committed an illegal act that resulted in loss or **damage** insured herewith to **your home**.

Money stolen by deception
We will pay up to £350 in one **period of insurance** for theft of **money** by a person **you** allowed into the **home** who falsely claimed to be an official of a government or utility organisation or similar who **you** reasonably believed to be acting in good faith.

Identity Fraud

b) Loss of or **damage** to **money** or **credit cards**.
c) **Damage** specifically excluded in any of the standard perils to this section.

a) Theft from an unattended vehicle unless forcible entry or exit are used to steal the shopping or groceries and the vehicle is locked.
b) Any shopping or grocery left unattended in a public place.

Any counselling not recommended by a qualified doctor or approved by **us**.

Any amount that **you** can claim back from **your** employer or the courts.

Reproducing a film, video, disc or tape.

Any **identity fraud** if connected with **your**

We will pay for reasonable and necessary costs and up to £1,000 for each and every claim as a result of an **identity fraud** such as:

- a) Solicitors' fees to:
 - i) defend a claim against **you**
 - ii) to remove incorrect judgments or challenge a consumer credit rating
 - iii) to witness **your** signature.
- b) The cost of communicating by post or telephone with the police, credit agencies or any bank.
- c) Any additional costs **you** incur upon re-application for a loan following its previous rejection.
- d) **Your** lost earnings if **you** need time off work to talk to the police, credit agencies or banks.

One act or a series of acts against one of **you** by the same one person or group of people is considered to be one single **identity fraud**.

trade, profession or business.

Garden plants

Up to £1,500 for **damage** to trees, shrubs, plants and lawns at the **home** and any design fees necessary, subject to **our** approval.

- a) More than £250 in respect of any one plant, shrub or tree.
- b) Any claim as a consequence of **subsidence**, landslip or **heave**, unless the **home** is damaged at the same time by the same cause.
- c) **Damage** caused by pets, other animals, birds or insects.
- d) **Damage** as a result of fungus, frost, **storm**, flood or weight of snow.
- e) Loss of or **damage** to trees, shrubs, plants or lawns:
 - i) which die naturally;
 - ii) arising due to a lack of maintenance; or
 - iii) from any cause which **you** could have prevented if appropriate action had been taken.
- f) **Damage** if it has been more than 60 days since **you** last slept at the **home** on a regular basis.
- g) **Damage** to lawns as a result of sports activities played on the same.

Hole in One

We will pay up to £250 in any one **period of insurance** in the event that **you** achieve a hole in one during an official golf competition and subject to receiving a signed certificate from **your** golf club or match secretary.

Wedding gifts, birth of child or religious festivals

Your home contents sum insured will be increased by £3000 during the 30 days before

Damage specifically excluded in any of the standard perils to this section.

and 30 days after any one of these three events.

Christmas presents

The **home contents sum insured** is automatically increased by 10% during the month of December to allow for any Christmas gifts in **your home**.

Home Entertainment Equipment

We will pay up to £3,500 for **damage** to:

- a) Television sets and their aerials;
- b) Radios, stereos or other audio entertainment equipment;
- c) Record players, compact disc players and tape recorders;
- d) Video recorders;
- e) DVD players, Blue-Ray players or similar visual media players;
- f) Home computers, games consoles;
- g) Cable/satellite/digital television receivers.

Mirrors And Glass

Accidental breakage of:

- a) Mirrors;
- b) Fixed glass in and glass tops of furniture;
- c) Ceramic hobs and ceramic tops of cookers;
- d) Glass oven doors.

Credit Card Liability

Your liability under the terms of any credit card, cheque card or cash dispenser, card agreement as a direct result of its theft from the **home** and following its unauthorised use by any person not related to or residing with **you**.

- a) **Damage** to **computer systems** designed to be portable e.g. laptops, tablets, portable music players, head-phones.
- b) Mechanical or electrical breakdown or failure.
- c) **Damage** to records discs, CDs, DVDs, Blue-Ray Discs, mini-discs or other similar **data** storage Devices.
- d) **Damage** or contamination to **computer systems** by:
 - i) Erasure or distortion of **data**;
 - ii) Accidental erasure or mislaying or misfiling of documents or records;
 - iii) Viruses.
- e) **Damage** caused by or in the process of cleaning, maintenance, repair, dismantling or altering.
- f) Loss arising from the cost of remaking any film disc or tape or the value of any information contained on it.
- g) **Damage** to equipment not in or on the **home**.
- h) Loss or **damage** by chewing, scratching, tearing or fouling by domestic pets.
- i) **Damage** caused by wear and tear;
- j) **Damage** caused by rot, fungus, insects or vermin.
- k) **Damage** caused by the action of light or any atmospheric or climatic condition;
- l) **Damage** caused by any gradually operating cause.

- a) Loss or **damage** while the **home** is **unoccupied** or unfurnished.
- b) Loss or **damage** to **your** or **your** family's **home contents**, while they are not in **your home**.

Any loss or **damage** unless:

- a) **You** have complied with the terms and conditions of the issuing authority.
- b) Any loss or claim due to accounting errors or omissions.

We will not pay any more than £250 for any one claim.

Do not forget to immediately inform the police and issuing authorities in the event of a loss.

Domestic Staff Personal Effects

Loss or **damage** by causes 1-11 to **domestic staff's** personal effects contained within the **home**.

We will not pay more than £500 for each member of **domestic staff** for any one claim.

Liability to domestic staff

Any amount that **you** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **domestic staff** within the United Kingdom.

We will not pay more than £10,000,000 in respect of all compensation (which includes costs and expenses agreed by **us** in writing) for any claim or series of claims arising from any one event or one source or original cause.

Unrecovered Damages

We will pay the amount of any award of damages made in **your** favour which:

- a) Is in respect of death, bodily injury or illness or **damage** to property of such nature that **you** would have been entitled to indemnity under the Personal Liability extension had **you** been responsible for the injury or **damage**;
- b) Is made by a court within the United Kingdom;
- c) Is still outstanding six months after the date on which it is made;
- d) Is not the subject of an appeal.

We will not pay more than £1,000,000 in respect of any one award.

Personal liability

Any amount that **you** become legally liable to pay as compensation (including claimant's costs and expenses) occurring in respect of accidental:

- a) Death, bodily injury or illness of any person other than **you** or **your** employee
- b) **Damage** to property not belonging to or in the custody or in **your** control or in the

Loss or **damage** specifically excluded under Contents standard cover.

Your legal liability to pay compensation or costs arising from bodily injury (including death) sustained by any **domestic staff** when **domestic staff** are:

- a) Carried in or upon a vehicle; or
- b) Entering or getting on to or alighting from a vehicle;

where such bodily injury or illness (including death) is caused by or arises out of the use by **you** of a vehicle.

For the purpose of this exception the expressions 'vehicle' and 'use' have the same meaning as in the Road Traffic Act 1998 or similar legislation.

Legal liability to pay compensation or costs arising from:

- a) Any business trade profession or employment.
- b) The transmission of any communicable disease or virus.
- c) The ownership, possession or use of any mechanically propelled vehicle (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes) but **we** will

control of **your domestic staff** and arising from:

- i) The occupation of the **home** (but not its ownership);
- ii) **Your** private pursuits;
- iii) The employment by **you** of **domestic staff**.

We will not pay more than £2,000,000 (which includes costs and expenses agreed by **us** in writing) for any claim or series of claims arising from any one event or one source or original cause.

cover liability arising from the ownership possession or use of lawn mowers, garden implements, wheelchairs and models.

- d) The ownership, possession or use of watercraft (which includes sailboards and windsurfers), aircraft, caravans and trailers but **we** will cover liability arising from the ownership, possession or use of models toys, any hand or foot propelled watercraft under 5 meters in length and surfboards.
- e) The ownership, possession or use of an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any other legislation (including subsequent legislation) of similar intent if applicable).
- f) Any action for damages brought in a court outside the United Kingdom.
- g) Any deliberate, willful or malicious act, including but not limited to assault and alleged assault.
- h) The **insured** travelling against the advice of a doctor, The Foreign, Commonwealth & Development Office, the Government or any Public Authority.

Loss of rent and alternative accommodation

if it is not possible to live in the **home** as the result of **damage** insured by this section **we** will pay up to 20% of the **home contents sum insured** for:

- a) rent payable by **you** or to **you**; or
- b) reasonable additional accommodation expenses for **you** and **your** domestic animals.

Removal of nests

We will pay up to £500 for the removal of bee, wasp, mouse, cockroach nests in the **home**.

Damage caused by pets

We will pay up to £500 in any one **period of insurance** for any loss or **damage** caused by **your** domestic pets and due to scratching, tearing, fouling or chewing.

Students possessions

We will pay up to £1,000 for student's possessions whilst living away.

Infestations known before this **policy** starts.

Property more specifically insured.

- a) Property more specifically insured.
- b) Theft or attempted theft.

This optional extension applies only if stated as **INSURED** in **your schedule**

Accidental damage to the **home contents** whilst in the **home**.

- a) **Damage** specifically excluded elsewhere in this section.
- b) **Damage** caused to:
 - i) food in freezers, clothing, contact lenses, hearing aids, stamps and pedal cycles;
 - ii) video cameras, mobile phones, tablets, pagers, **data**, recording tapes, discs or records;
- c) **Damage** whilst the **home** is lent, let or sub-let.
- d) **Damage** to **money**.
- e) **Damage** whilst the **home** is **unoccupied**.
- f) **Damage** by:
 - i) wear and tear, domestic pets, vermin, rot, fungus, moth, light/ atmospheric or climatic conditions or any gradually operating cause;
 - ii) mechanical or electrical defect or breakdown;
 - iii) cleaning, repair, restoration, maintenance, washing, dyeing, alteration, dismantling or use contrary to the maker's instructions;
 - iv) paying guests or tenants;
 - v) chewing, scratching, denting, tearing or fouling by domestic pets;
- g) **Damage** to food drink or plants.
- h) Depreciation in value or consequential loss.
- i) **Damage** to **computer systems**:
 - i) By accidental erasure or mislaying or misfiling of documents or records;
 - ii) By contamination

CONTENTS SECTION EXCLUSIONS

We will not pay for:

- ✗ The **excess(es)** shown on **your schedule**;
- ✗ Any part of the structure of **your home** including ceilings, and wallpaper; Items used for business or professional purposes;
- ✗ Anything listed under General Exclusions of this **policy**; Sports equipment while being used;
- ✗ Lottery tickets and raffle tickets;
- ✗ Any land or water and living animals;
- ✗ Any property more specifically insured by another **policy**;
- ✗ Loss or **damage** to bicycles left unattended away from **your home** unless locked to a fixed structure or located within a locked **building**;
- ✗ Documents of any kind excluding passport and title deeds to **your home**; **Storm** or flood to gazebos, pergolas, gates, fences, hedges, plants or trees; The cost of removing an infestation from **your home**;
- ✗ Loss caused by **you** not receiving goods or services **you** have paid for; Mechanical or electrical faults or breakdown;
- ✗ **Motorised vehicles**, boats, boards and craft designed to be used on or in water, aircraft, caravans and trailers, and the parts, spares and accessories of any of these.

SECTION 2 - BUILDINGS

This Section applies only if stated as INSURED in **your schedule**

THE MOST WE WILL PAY FOR:

Your schedule will show **you** the **sum insured** for **buildings** or the limit of liability shown in the relevant extension of cover which is the maximum **we** will pay for.

Cover under this section also includes, subject to **our** prior agreement, the cost of any necessary debris removal, reasonable and necessary architects' and surveyors' fees and, where relevant, the necessary additional costs to comply with new building regulations or local by-laws.

Our maximum liability for these costs is up to 10% of the **building sum insured**.

Your schedule will show **you** if **you** are required to pay an **excess**.

Index Linking applies.

If the **building** is damaged by an insurable peril listed below, **we** will choose whether to repair, rebuild or make a cash payment.

We may take off an amount for wear and tear if the **building** was not in a good state of repair at the time of the loss.

The **company** will pay for:



Loss of or **damage** to **buildings** in the **home** caused by:

1) Fire, lightning, explosion or earthquake or smoke

2) **Storm** or flood

3) Impact involving:
 a) aircraft or other flying objects or anything dropped from them
 b) vehicles
 c) animals other than domestic pets.

4) Theft or attempted theft

5) Escape of water or oil from any interior fixed heating or domestic water or

The **company** will not pay for:



Anything under this column or in the General Exclusions of this **policy** wording.

Loss or **damage** arising gradually out of repeated exposure.

Loss or **damage**:
 a) that happens gradually.
 b) as a result of frost.
 c) caused by **storm** to gates, drives or paths fences and hedges.

Loss or **damage**:
 a) whilst **your home** is **unoccupied**.
 b) caused by **you**, any paying guests or tenants.

Loss or **damage** whilst **your home** is **unoccupied**.

drainage installation, tanks, pipes, washing machine, water bed, dishwasher, refrigerator or freezer.

This includes loss or **damage** from the weight of snow in garages and **outbuildings** as long as they are built of bricks, stone, concrete and have a tile or slate roof.

6) Riot, strike, labour or political disturbance or civil commotion

7) Malicious persons or vandals

8) **Subsidence, heave** or landslip of the site upon which the **building** stands

9) Falling trees or branches

10) Escape of oil from a fixed oil-fired heating installation including smoke and smudge **damage** by vaporisation due to a defective oil-fired heating installation.

11) Breakage or collapse of:
a) Satellite dishes maximum limit £500;
b) TV or radio aerials aerial fittings or masts;
c) Lampposts;
d) Telegraph poles;
e) Electricity pylons poles or overhead cables.

a) Loss or **damage** caused by **you** or by any person lawfully in **your home**.
b) Loss or **damage** whilst **your home** is **unoccupied**.

a) The **excess** shown in **your schedule**.
b) Loss or **damage** caused by **settlement**, shrinkage or expansion.
c) Loss or **damage** resulting from coastal or river bank erosion.
d) Loss or **damage** resulting from the use of faulty or defective materials, design or poor workmanship.
e) Loss or **damage** arising from construction, structural alteration, repair or demolition.
f) **Damage** to solid floors.
g) **Damage** to other parts of the **building** except **your home** unless **we** have accepted a claim for **subsidence, heave** or landslip **damage** to **your home** too.
h) To domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences, unless the main **building** is also physically damaged at the same time.

a) The cost of removal if the fallen tree or branch has not caused **damage** to the **building**.
b) Removal of the tree part that is below ground.
c) Loss or **damage** caused during tree felling lopping or topping.

Loss or **damage** caused whilst **your home** is **unoccupied**.

Loss or **damage** to the items themselves.

BUILDINGS SECTION EXTENSIONS

The Buildings section is automatically extended to provide the following covers

The **company** will pay for:



Replacement of locks

We will pay for the cost of replacing keys and locks or lock mechanisms following their loss or theft to:

- a) External doors and windows of **your home**;
- b) A safe within or an alarm protecting **your home**.

Trace and Access

Up to £5,000 any one **period of insurance** for the reasonable costs that **you** incur in locating the source of a leak including the reinstatement of any wall floor or ceiling removed or damaged during the search.

Glass and Sanitary Ware

Accidental breakage of:

- a) Fixed glass in:
 - Windows;
 - Doors;
 - Fanlights;
 - Skylights;
 - Greenhouses;
 - Conservatories;
 - Verandas.
- b) Fixed ceramic hobs or hob covers;
- c) Fixed sanitary ware and bathroom fittings.

Emergency entry

Loss of or **damage** to **your building** and garden caused by the fire or ambulance services whilst gaining access to deal with a medical emergency involving **you** or to prevent **damage** to **your building**.

The time between exchange and completion when selling your home

The **company** will not pay for:



- a) The cost of replacing keys and locks to a garage or outbuilding.
- b) More than £500 for any one claim.

Loss or **damage** whilst **your home** is **unoccupied**.

If **you** have contracted to sell **your building** and this is damaged before completion, the purchaser, unless otherwise insured, shall have the full protection of this **policy** in respect of the **building** up to the date of completion of the purchase.

Service pipes and cables

Damage to:

- a) Cables;
- b) Drain inspection covers;
- c) Underground drains pipes or tanks providing services to or from **your home** and for which **you** are responsible.

We will also pay up to £5,000 for the necessary and reasonable costs that **you** incur in locating the source of the **damage** as long as this is deemed to be **damage**.

Home Alterations following disability

If as a result directly of a sudden and unforeseen accident during the **period of insurance you** become permanently physically disabled **we** will pay up to £2,500 towards the costs of necessary alterations to **your home**.

Alternative Accommodation

If **your home** can no longer be lived in due to loss or **damage** insured under this section then **we** will pay for:

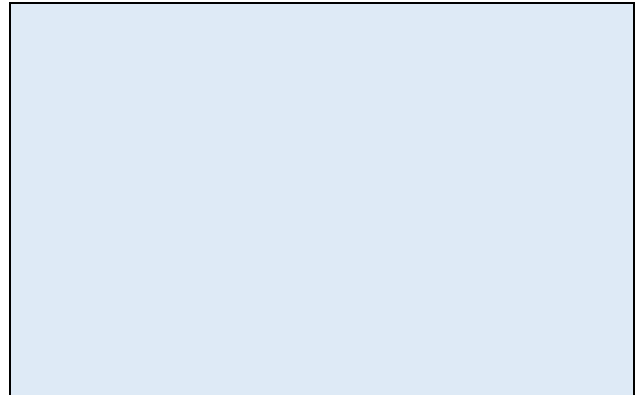
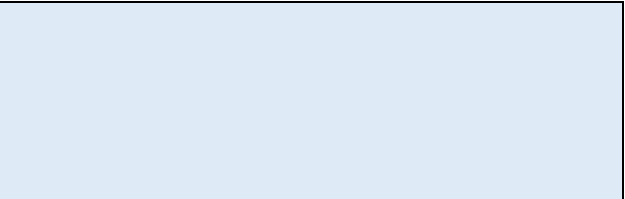
- a) The reasonable increased cost of alternative accommodation for **you** and **your** domestic pets;
- b) any ground rent **you** need to pay;
- c) The amount of rent **you** lose or, if not elsewhere insured, reasonable accommodation expenses **your** tenant has to pay until **your home** is ready to be lived in again.

Our maximum liability is up to 20% of the **sum insured** for **buildings** for any one claim.

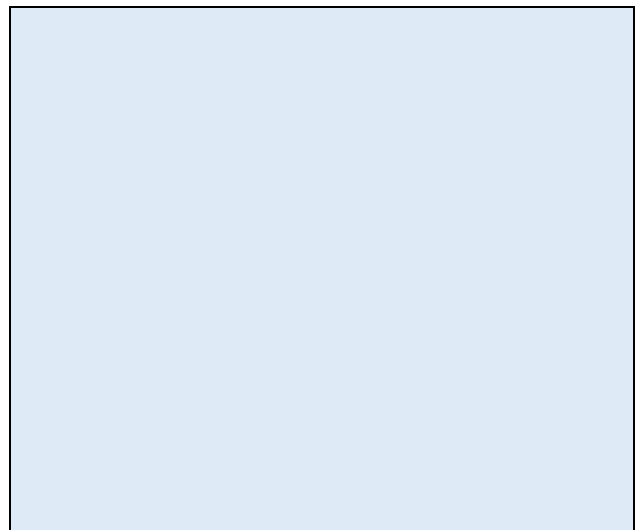
Your Liability to the public

Any amount that **you** become legally liable to pay as compensation (including claimant's costs and expenses that **we** have agreed to) arising from **your** ownership of the **building** and the land, which causes accidental death bodily injury or illness to any person or **damage** to property during the **period of insurance**.

This cover extends to include any liability incurred during the **period of insurance** under section 3 of the Defective Premises Act 1972 for any previous property owned by **you** and



Any claim where there is no medical evidence by a qualified doctor confirming that **your** accidental bodily injury will last for life and prevents **you** from carrying on with **your** usual occupation.



Your legal liability to pay compensation arising directly or indirectly from:

- a) An agreement which imposes a liability on **you** which **you** would not be under in the absence of such agreement.
- b) The use or occupation of the **home** for any employment, business or trade.
- c) Death or bodily injury, illness or disease to any person who is a member of **your** family residing with **you** or domestic employee.

insured under this section unless covered elsewhere.

We will not pay more than £2,000,000 for any claim or series of claims arising from any one event or one original cause.

- d) **Damage** to property belonging to or under the control of **you** or anyone lawfully residing with **you**.
- e) Death, bodily injury or **damage** caused by the ownership or use of motorized vehicles or lifts but **we** will cover liability arising from the ownership possession or use of lawn mowers, garden implements, wheelchairs and models.
- f) Defective work carried out by **you** or on **your** behalf to any private residence disposed of by **you** before the occurrence of bodily injury or **damage** in connection with such private residence.
- g) If **you** are entitled to indemnity under another insurance **policy**;
- h) Arising more than seven years after this **policy** has expired or been cancelled;
- i) For the cost of rectifying any fault or alleged fault.
- j) Any liability arising from **you** occupying the **building** or land. However, if **you** have Contents cover under this **policy** this is included in the Contents section.
- k) Dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation).

This optional extension applies only if stated as INSURED in **your schedule**

Accidental damage to the **building**

- a) Specifically excluded under **building** standard cover or more specifically insured elsewhere in this **policy**.
- b) By frost, vermin, insects, domestic pets, fungus, atmospheric or climatic conditions, wet or dry rot.
- c) By wear and tear, mechanical or electrical breakdown or failure, gradually developing causes, deterioration, **settlement** or shrinkage of the **building**.
- d) Arising from the alteration or extension of the **building** or cost of maintenance or routine decoration.
- e) Arising from faulty workmanship, defective design or use of defective materials;
 - i) Whilst the **home** is **unoccupied** or let or sub-let;
 - ii) caused by paying guests or tenants.

BUILDINGS SECTION EXCLUSIONS

We will not pay for:

- × The **excess(es)** shown on **your schedule**;
- × Any reduction in the market value of **your home** as a result of an insurable peril;
- × Anything listed under General Exclusions of this **policy**;
- × Any alteration or repairs to any undamaged part of the **building**.

SECTION 3 - PERSONAL POSSESSIONS

This Section applies only if stated as INSURED in **your schedule**

Index Linking applies

THE MOST WE WILL PAY FOR:

Your schedule will show **you** the **sum insured** for Personal Possessions. This is the maximum **we** will pay under this section. **Your schedule** will show **you** if **you** are required to pay an **excess**.

The following sub- limits apply:

For **money** - £250;

For **credit cards** - £250;

For any one pedal cycle - £500;

For any one unspecified article - £2,000

any one claim and in the aggregate in the **period of insurance**.

What are Personal Possessions?

All of the following things are included provided that they belong to **you** or **you** are legally responsible for them and they are mainly used for private purposes.

Personal Effects

This means clothes and articles of a strictly personal nature likely to be worn, used or carried and also sports equipment and pedal cycles It does not include valuables or **money**.

Valuables

This means jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.

Money

This means Cash, currency, bank notes, cheques, postal or money orders, savings stamps and certificates, premium bonds, gift tokens, luncheon vouchers, trading stamps, travellers cheques, travel tickets and current postage stamps belonging to **you** and held for personal, domestic or social purposes only.



Portable Electronic Goods

This means **computer systems** such as SLR and digital cameras, camcorders, mobile phones, laptops, tablet computers, MP3 or music players, handheld computer consoles, satellite navigation systems, voice recording devices, e-readers and other electronic goods designed to be portable.

The **company** will pay for:



Loss or **damage** to valuables, portable electronic goods, and personal effects belonging to **you** or for which **you** are legally responsible whilst:

- a) Anywhere in the **geographical limits**; or
- b) Anywhere in the world for up to 60 days during the **period of insurance**.

The **company** will not pay for:



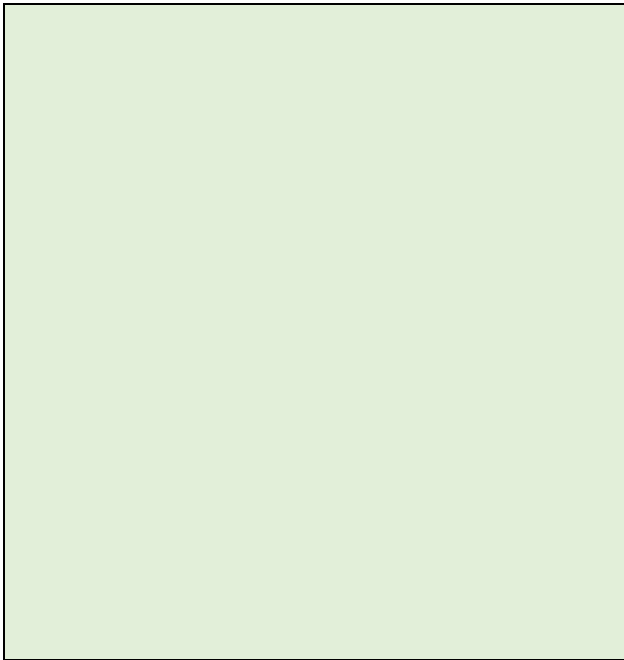
- a) The amount of the **excess** shown in the **schedule**.

Loss or **damage** caused by:

- b) Or in the process of cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering.
- c) Chewing, scratching, tearing or fouling by domestic pets.
- d) Rot, fungus, insects or vermin or any gradually operating cause or wear and tear.
- e) Theft or attempted theft from an unattended motor vehicle, unless the item(s) are concealed from view, all windows are closed and all doors, including the boot, are locked.
- f) Theft or attempted theft to items not in the care, custody or control of **you**.
- g) Theft or attempted theft from an unlocked hotel room.
- h) Theft or malicious damage caused by paying guests, tenants or **you**.
- i) Depreciation in value or consequential loss.
- j) Mechanical or electrical breakdown or failure.
- k) Confiscation or detention by Customs or other officials.
- l) Theft of any unattended pedal cycle unless in **your** immediate custody and control and in a locked **building** or secured by a suitable locking device to a permanent structure.

Loss or **damage**:

- m) Where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason or through theft by deception, unless deception was used to get into **your home**.
- n) To Stocks, shares or bonds or documents of any kind other than driving licence and passport.
- o) To contact lenses or hearing aids unless specifically noted in **your schedule**.
- p) To any property used for business trade profession or employment purpose.
- q) To plants or any living creature.
- r) To **computer systems**:
 - i) by accidental erasure or mislaying or misfiling of documents or records;
 - ii) by contamination.



- s) A loss that is not the direct result of the insured incident.
- t) While the **home** is left **unoccupied**.
- u) To property more specifically insured by any other insurance.
- v) To lottery tickets and raffle tickets.
- w) To sports racquets, sticks, bats and clubs whilst in use.
- x) To snowboards, skis, water skis, sub-aqua equipment, riding tack, watercraft (which includes sailboards, windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes) and all their accessories, but lawn mowers, garden implements, wheelchairs, models and toys are covered.
- y) Reproducing a film, disc or tape.

Your liability as per the issuing authority agreement of any personal **credit cards** as a direct result of its/ their unauthorised use by any person not related to or residing with **you**.

- Any loss or **damage**:
- a) If **you** haven't kept to the terms and conditions of the issuing authority.
 - b) If **you** haven't reported the loss or theft to the police.
 - c) If **you** haven't reported the loss or theft to the card issuing company within 12 hours of **your** discovery.
 - d) Any cards used for business purposes.

SECTION 4 – FAMILY LEGAL PROTECTION

This Section applies only if stated as INSURED in **your schedule**

Insuring Clause

We will indemnify **you** against **legal expenses** incurred in respect of any of the insured incidents stated below provided that:

1. the insured incident is notified to **us** during the **period of insurance** and arises within the **geographical limits**;
2. any legal proceedings will be dealt with by a court or other body which **we** agree to within the **geographical limits**; and
3. in civil claims it is always more likely than not that **you** will recover damages (or obtain other legal remedy which **we** have agreed to) or make a successful defense.

Cover is provided as long as **we** and **our** representative agree that **your** claim has **reasonable prospects** of success for the duration of it.

NB: The insurance provided by this Section is on a "claims made" basis, which means that for there to be a valid claim under this cover, the claim must be reported to **us** within the **period of insurance**.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

Before **you** incur any costs, **you** must contact the legal helpline on 0161 495 4493. The helpline is open 24 hours a day, 365 days of the year.

1. It is a condition precedent to **our** liability to meet any claim **you** shall:
 - 1) give notice to **us** in writing during the **period of insurance** immediately upon becoming aware of any insured incident or event which may give rise to a claim under this section;
 - 2) give **us** as soon as possible, all the information, documents and assistance **we** need to deal with any claim under this section;
 - 3) give **us** the reason for wishing to appeal against any decision given in legal proceedings which must be done immediately and in any event before the deadline for lodging the appeal;
 - 4) forward to **us** immediately upon receipt every form ET1, and ET3 issued by an Employment Tribunal to **you**.
2. **you** shall:
 - 1) take reasonable steps to keep any amount **we** have to pay to a minimum;
 - 2) send everything **we** ask for in writing.
3.
 - 1) **we** must have accepted the claim in writing before **we** can deal with it.
 - 2) the **company** will accept the claim when they are satisfied that:
 - a) **we** have all the information that **we** need;
 - b) **you** can identify any person with whom **you** are in **dispute**; and
 - c) it is reasonable for **you** to pursue or defend their legal rights (taking into account a reasonable estimate of **your** total **Legal Expenses**) and **you** will have **reasonable prospects** of achieving a worthwhile result.
4.
 - 1) **we** may appoint a lawyer or other suitably qualified person working for **us** to represent, pursue or defend **your** rights. In the event of any legal proceedings or if there is a conflict of

- interest, **you** have the right to choose **your** own **nominated representative**. **You** must send **us** the name and address of such person before the commencement of any legal proceedings.
- 2) In other situations or if **we** think that **you** need one to help to protect **your** rights, **we** will appoint a **nominated representative** to act on **your** behalf.
 - 3) **We** can take over and conduct and negotiate in **your** name any claim or legal proceedings at any time.
 - 4) The **nominated representative** must co-operate fully with **us** at all times.
 - 5) **We** will have direct contact with the **nominated representative**.
 - 6) **You** must cooperate fully with **us** and the **nominated representative** and must keep **us** up-to-date with the progress of the claim.
 - 7) **You** must give the **nominated representative** any instructions that **we** require.
5. If, following legal proceedings to which **we** have consented, **you** wish to appeal or defend an appeal, the grounds for such appeal should be submitted to **us** immediately or as soon as practicable. Before any **legal expenses** towards the appeal are paid, **we** must agree that it is always more likely than not that the appeal will be successful.
- 6.
- 1) **You** must tell **us** if anyone offers to settle a claim.
 - 2) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **legal expenses**.
 - 3) **We** may decide to pay **you** the amount of damages that **you** are claiming or is being claimed against them, instead of starting or continuing legal proceedings.
- 7.
- 1) If **we** ask, **you** must tell the **nominated representative** to have **legal expenses** taxed, assessed or audited.
 - 2) **You** must take every step to recover **legal expenses** that **we** have to pay and must pay **us** any **legal expenses** that are recovered.
8. If any **nominated representative** refuses to continue acting for **you** or if **you** dismiss a **nominated representative**, the cover **we** provide will end at once unless **we** agree to appoint another **nominated representative**.
9. If **you** settle a claim or withdraw **your** claim without **our** agreement or do not give suitable instructions to a **nominated representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **legal expenses** paid.
10. If **you** and **us** agree, **arbitration** can be used to settle any unresolved **dispute** about anything said in this **policy** or anything to do with the claim. If **arbitration** is used, **you** may still take that **dispute** to court or try to settle it in another way.
11. **We** may, at **our** discretion, require **you** to obtain an opinion from counsel at **your** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are **reasonable prospects** for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid for by **us**.
12. **We** will not pay any claim covered under any other **policy** or any claim that would have been covered by any other **policy** if this Section did not exist.
13. All Acts of Parliament within the wording of this sub section shall include equivalent legislation in Scotland, Northern Ireland as the case may be.
14. **We** may at any time settle the claim by paying the reasonable amount of damages claimed if in **our** opinion this would achieve a more economic solution.

DEFINITIONS TO THE FAMILY LEGAL PROTECTION SECTION

Arbitration

means a method of settling a **dispute** by asking an independent lawyer to consider it. They will be chosen by **us** and **you** jointly or (if agreement cannot be reached) by the president of The Law Society. Whoever loses the argument must usually pay the lawyer's costs. If **you** lose, these costs are not covered by this **policy**.

Dispute

means any situation involving a disagreement with or action by someone in which **your** legal rights need to be protected, whether by legal proceedings or otherwise.

Legal Advice Service

means a professional legal advisory service provided on **our** behalf, for advice and guidance in relation to the insurance provided by this section. In certain instances seeking and following their advice prior to taking action is a condition of the insurance. Their contact details are stated at the beginning of this section.

Legal Expenses

means

1. Legal costs - all reasonable and necessary costs chargeable by the **nominated representative** and the costs incurred by opponents in civil cases if **you** have been ordered to pay them or **we** have agreed to pay them.
2. Accountants costs - all costs reasonably incurred by the **nominated representative**.

Nominated Representative

means a lawyer, accountant or other suitably qualified person who has been appointed by **us** to act for **you** in accordance with the terms of this section.

Reasonable Prospects

means that in respect of each claim there is always more than a 50% chance of **you** recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by **us** or **nominated representative**.

Geographical Limits

Means the United Kingdom.

Provided that:

for claims under insured incident 3. 2) (Injury) and insured incident 6. (Contract Disputes), the **geographical limits** are worldwide.

INSURED INCIDENTS

1. EMPLOYMENT DISPUTES

We will pay **legal expenses** in relation to the defence of legal proceedings in an Employment Tribunal arising from any **disputes you** may have with **your** current or former employer;

Provided that:

- 1) the claim is made against **you** where **you** are defending a counter-claim;
- 2) **you** are also in a position to make an Employment Tribunal claim.

EXCLUSIONS TO EMPLOYMENT DISPUTES

- 1) any claim in respect of damages for injury or **damage** to property;
- 2) any claim relating to disciplinary hearings or internal grievance procedures;
- 3) the costs of any **disputes** relating to a **settlement** agreement;
- 4) any claim relating to future contracts of employment;
- 5) any claim relating to redundancy consultations;
- 6) any **disputes** that start in or are transferred to the county court or high court or correspondent of these in the **geographical limits**.

2. LEGAL DEFENCE COSTS

We will pay **legal expenses** in relation to **your** work as an employee following:

- 1) civil action taken against **you** for compensation under section 22 or 23 of the Data Protection Act 1998 and **we** will also pay any compensation award made against **you** under section 22 or 23 of the Data Protection Act 1998 and any subsequent amendment to it.
- 2) civil action taken against **you** for unlawful discrimination on the grounds of age, race, sex, sexual orientation, disability, religious belief or political opinion.
- 3) **you** being prosecuted in a criminal court in the **geographical limits**.

LEGAL DEFENCE COSTS EXTENSIONS

Held Abroad

We will pay a maximum amount of £250 towards **your** first consultation with a local solicitor in circumstances where **you** are held by the local authorities or arrested abroad.

For the purpose of this extension only, the **geographical limits** are amended to worldwide other than the United Kingdom.

Court Attendance

We will pay, subject to **our** prior approval, **your** salary or wages for the time **you** have had to take off work to attend any court or tribunal hearing as requested by **us** or the **nominated representative** provided that such monies is not recoverable by **you** from the court or tribunal or payable by **your** employer.

Our maximum liability under this extension for any one claim and a series of claims within the **period of insurance** is £1,500.

EXCLUSIONS TO LEGAL DEFENCE COSTS

Any claim which leads to **you** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3. DOMESTIC PROPERTY PROTECTION AND INJURY

1) Domestic Property Protection

We will pay **legal expenses** in relation to **your** legal rights in any civil action relating to living and owning **your home** following:

- a) any event which causes or could cause physical **damage** to **your home**; or
- b) any nuisance
- c) trespass to **your home**.

EXCLUSIONS TO PROPERTY PROTECTION

Any claim relating to the following:

- a) **legal expenses** relating to work carried out by public or local bodies or on their behalf unless the claim is for **damage**;
- b) any advice, design, construction, renovation/ extension, demolition on any **buildings** or land and any leases, licenses or tenancies to occupy any land or **buildings**;
- c) any town or country planning;
- d) any building or land that is not **your home**.
- e) any motor vehicle owned by, hired or leased to or used by **you**

2) Injury

We will pay **legal expenses** in relation to the pursuit of a claim arising from an incident causing **your** bodily injury or death.

EXCLUSIONS TO INJURY

Any claim relating to the following.

- a) any injury which develops gradually or is not caused by a specific or sudden accident;
- b) defending **your** legal rights in claims against **you**;
- c) a motor vehicle owned by, hired or leased to or used by **you**;
- d) any actual or alleged clinical negligence or failure to correctly diagnose but **we** cover for negligent surgery or clinical procedure that lead to an injury to **you** or leads to **your** death during the **period of insurance**;
- e) for any **legal expenses** relating to mental health, **we** will only pay a claim if this occurs as a result of an accident that also causes injury to **you**.

4. TAX

We will pay **legal expenses** in relation to helping **you** during an investigation or enquiry by HM Revenue and Customs on **your** tax self-assessment return that relates solely to **your** work as an employee.

Provided that:

- 1) **You** have taken reasonable care to ensure that accounts and tax affairs and record have been properly maintained
- 2) **your** self- assessment returns to HM Revenue and Customs have been completed, are correct and submitted on time.

EXCLUSIONS TO TAX

Any claim relating to the **insured's** prosecution or to the extent of anything done or to be done:

- 1) any tax matters relating to **your** business or trade (for example but not limited to if **you** are self-employed, a sole trader or are in a partnership etc.)
- 2) any claims if the HM Revenue and Customs' enquiry is solely on a specific aspect of **your** self-assessment tax return.

5. EVICTION OF SQUATTERS

We will pay **legal expenses** to secure the eviction from **your home** of anyone who is not **your** tenant or ex-tenant and who does not have **your** permission to be there.

6. CONTRACT DISPUTES

We will pay **legal expenses** in relation to **your** legal rights arising in a contractual dispute for breach of contract relating to selling goods, hiring or buying goods or services and buying and selling **your home**.

EXCLUSIONS TO CONTRACT DISPUTES

The **company** shall not be liable for **disputes** relating to:

- 1) construction work, designing converting or extending a premises or land other than when part of **your home** and for a contract value, including VAT, of a maximum of £10,000;
- 2) any loan, mortgage, pension, endowments, investments or any other financial product;
- 3) the **settlement**, or lack thereof, under an insurance or assurance **policy**;
- 4) any tenancy, leases or licenses agreements;
- 5) any contracts **you** entered before cover incepted with **us**;
- 6) **your** business, profession, venture for gain or trade;
- 7) country or town planning;
- 8) professional negligence where not otherwise covered under this section;
- 9) **your** employment other than where covered under insured incident 1.

7. JURY SERVICE

We will pay **your** salary in relation to every half day that **you** attend jury service provided that **you** cannot claim these monies back from **your** employer or the court.

8. INHERITANCE DISPUTES

We will pay **legal expenses** for will **disputes** where **you** have inherited something.

Provided that:

- 1) The **dispute** is not between **you** and another beneficiary about how to dispose of the items left to **you** in the will or between **you** and an executor about the management of the estate;
- 2) The **dispute** is not about the negligent drafting of the will;
- 3) The **dispute** has arisen in circumstances where the will does not exist or cannot be found or traced (intestacy).

LIMITS OF LIABILITY FOR THIS SECTION:

Our liability, including any appeal or counterclaim, shall not exceed:

- 1) for all claims which result from one or more events arising at the same time and from the same original cause:

a) in respect of all insured incidents other than 5 and 6 and	£100,000 (incl. VAT)
b) in respect of Insured Incidents 5 and 6	£50,000;
Nor	
- 2) for all claims notified to **us** during the **period of insurance**: £500,000

EXCLUSIONS TO THE FAMILY LEGAL PROTECTION SECTION

This Section does not cover the following:

1. an **excess** of £250 in respect of each and every claim except under (6) Contract Disputes when the amount in **dispute** exceeds £5,000, where an **excess** of £500 applies
2. any **legal expenses** incurred before the written acceptance of a claim by **us**
3. any claim (or any circumstances which might lead to a claim) of which **you** were, or should have been, first aware outside the **period of insurance**
4. fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority order
5. any **disputes** with someone **you** live or have lived with or against anyone insured under this **policy**
6. any insured incident deliberately or intentionally solicited by **you** or **your** dishonest, violent behavior or criminal acts
7. any **disputes** which can be recovered by **you** under another insurance or which would have been covered if this insurance did not exist except for any amount in **excess** of that which would have been payable under such insurance(s).

8. any claim relating to ownership or use of a mechanically propelled vehicle
9. an application for judicial review
10. any legal action **you** take which **we** have not agreed to or if **you** do anything that hinders **us** or the **nominated representative**
11. any appeal where **we** did not provide cover for the original claim
12. any **disputes** with **us** about this section of the **policy** other than as shown on the Customer Information section regarding How to Complain
13. any **disputes** arising from or relating to divorce, separation, cohabitation, joint financial Or custody arrangements for children, matrimonial or civil partnership issues or financial obligations or maintenance.
14. any claim if, either at the commencement or during the course of a claim notified under this section, when **you** are bankrupt, have filed a bankruptcy or winding up petition, have made an arrangement with creditors, have entered into a deed of arrangement, are in liquidation or part or all of **your** affairs or property is in the care or control of a receiver or administrator.
15. any **disputes** relating to any trade, profession, business or employment other than as per insured incident
16. any **disputes** where the **nominated representative** refuses to act on **your** behalf for any reason, other than as the result of a conflict of interest.

LEGAL ADVICE SERVICE

We provide this service 24 hours per day seven days a week during the **period of insurance**. To help **us** check and improve service standards all calls are recorded.

We will give the insured confidential legal advice over the phone on any commercial legal problem affecting the business under the laws of the United Kingdom.

We will not accept responsibility if the helpline services fail for reasons outside of **our** control.

Legal advice service: Independent Living Group (ILG)

Telephone: 01

Quoting reference: China Taiping



In all communications with **us**, please quote **your policy** number

SECTION 5 – PERSONAL ACCIDENT

This Section applies only if stated as INSURED in **your schedule**

ELIGIBILITY CRITERIA:

You must ensure you satisfy the below criteria before taking this cover out and throughout the whole period of insurance.

- **You** and **your** husband/ wife/ partner are aged between 18 and 65 years old and are UK residents;
- **Your** child/ children is/ are aged between 5 and 18 years old and is/ are UK resident(s), lives/ live with **you** and is not/ are not married or in a civil partnership.

Any changes to the below must be notified to us immediately as they occur (examples could be your child reaching the age of 18 or moving out of your home, you or your partner reaching the age of 65 or a new child to be added etc.).

Failure to provide accurate and complete information may lead to your claim being refused or not paid in full.

Insuring Clause

In the event of the **insured person** (See Eligibility criteria) suffering an accidental bodily injury during the **period of insurance**, we will pay the benefits shown in the table below for the number of units stated in the **policy schedule**.

DEFINITIONS TO THE PERSONAL ACCIDENT SECTION

Accidental Bodily Injury

Injury caused by

- 1) accidental, violent, external and visible means; or
- 2) exposure to the elements following a misfortune to any aircraft, vessel, in which **you** or any member of **your** family is travelling, excluding any illness or disease.

Child/ Children

means **your** dependent(s) who are **your** children, **your** stepchildren or **your** legally adopted children.

Medical Expenses

means the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home or ambulance charges.

Family

Your domestic partner and children as shown in the **schedule**.

Death

Death caused by accidental bodily injury and occurring within 24 months of the date of the accidental bodily injury.

Disappearance

If **you** or an **insured person** disappears and **we** are satisfied that the disappearance can be assumed to be as a result of death, **we** will pay the benefit as shown in the table of benefits.

Doctor

means a legally qualified independent medical practitioner.

Illness / Disease

Any involuntary deterioration of health detected by a doctor.

Insured Person

means the person(s) who satisfy the criteria for eligibility under this section and listed on the **policy schedule** as insured who have paid or agreed to pay the premium.

Loss of Sight in One/Both Eyes

means total and irrevocable loss of sight which is confirmed by a doctor acceptable to **us** to be permanent within 24 months of the date of the accidental bodily injury and shall be deemed to have occurred:

- 1) in both eyes if the **insured**'s name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist or
- 2) in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale so that the **insured person** is only able to see at three feet that which they should normally be able to see at 60 feet

Once a payment is made by **us** for loss of sight in one eye, all cover for that eye will end.

Loss of Hearing

means permanent total irrecoverable loss of hearing that in the opinion of a doctor acceptable to **us** is never going to improve and is confirmed to be greater than 95 decibels across all frequencies and permanent within 24 months of the date of the accidental bodily injury.

Once a payment is made by **us** for loss of hearing in one ear, all cover for that ear will end.

Loss of Limb

means loss of limb as a result of accidental bodily injury and within 24 months of the date of accidental bodily injury in respect of:

- 1) a leg, a permanent leg physical severance or a total and permanent loss of use of a foot at or above the talo-tibial joint
- 2) an arm, loss by permanent physical severance of the four fingers at or above the wrist joint or permanent and total loss of use of a complete arm or hand

The maximum amount **we** will pay for any one limb is the amount shown in the table of benefits for permanent partial disablement, regardless of the number or type of claims made.

Loss of Speech

means irrevocable loss of the **insured**'s ability to communicate verbally confirmed to be permanent by a doctor acceptable to **us** within 24 months of the date of the accidental bodily injury.

Permanent Partial Disablement

means Loss of Sight in One/Both Eyes, Loss of Speech or Loss of Hearing, Loss of Limb.

Permanent Total Disablement

means a permanent disability other than Loss of Limb, Loss of Sight in One/Both Eyes, Loss of Speech or Loss of Hearing which prevents **you** or any **insured** member of **your** family from attending their normal occupation/ duties which has a duration of at least one year and has no reasonable improvement prospects for the rest of **your** or any **insured** member of **your** family's life according to a doctor acceptable to **us** who confirms the disability is permanent within 24 months of the date of accidental bodily injury.

Once a payment is made by **us** under this heading of cover, **we** will not pay any claims for temporary total disablement.

Temporary Total Disablement

Means an **insured person's** temporary disablement following an accidental bodily injury lasting up to 12 calendar months from the commencement of the disablement that is confirmed by a doctor acceptable to **us** and that totally prevents **you** or any **insured person** from attending **your/** their normal occupation/ duties and requires **you** to act in accordance with or under the care of a doctor acceptable to **us**.

Pre-existing medical condition

means:

- 1) Any heart condition, breathing condition (including asthma), circulatory condition (including strokes and high blood pressure), gastrointestinal (digestive tract) conditions, bone or joint conditions, or any type of cancer, regardless of how long ago these were suffered;
and
- 2) Any medical condition or ailment that **you** or any **insured person** is suffering from or has suffered from in the last 12 months. This includes:
 - a) **You** or any **insured person** have had or are waiting for any investigation, tests, advice or results;
 - b) Treatment is or has been given;
 - c) Surgery is needed or has been given;
 - d) Prescribed medication has been advised.

Hospitalisation

Any continuous period of more than 72 hours during which time **you** or any **insured person** have / has been confined to hospital as an in-patient as a direct result of an accidental bodily injury on the advice of and under the constant supervision of a doctor.

Benefits under this heading are limited to a maximum of 100 days benefit for each **insured person** during the lifetime of this insurance, regardless of the number of claims made.

In-patient

means **you** or any **insured person** whose admission is necessary for the treatment of an accidental bodily injury and for whom a clinical case record has been created.

Excess Period

means a length of time at the beginning of a period of temporary total disablement for which no benefit is payable as shown in the **schedule**.

Maximum Benefit Period

means the maximum length of time for which a benefit is payable after the **excess period** has expired as shown in the **schedule**.

Benefits

means the sum of **money we** agreed to pay to **you** or any member of **your** family as detailed in the **policy schedule**.

BENEFITS TABLE

Accidental Bodily Injury causing:	Adult Benefit (max 5 units)	Child Benefit (max 3 units)
	One unit of Benefit	One unit of Benefit
1. Accidental Death or Disappearance	£10,000	£5,000 (fixed amount regardless of number of units)
2. Permanent Partial Disablement	£5,000	£5,000
3. Permanent Total Disablement	£10,000	£10,000
4. Temporary Total disablement	£70 per week for up to 104 weeks	£70 per week for up to 104 weeks
5. Medical Expenses	15% of Item 4 and up to max £5,000	15% of Item 4 and up to max £5,000 15% of Item 4 and up to max £5,001
6. Hospitalisation Excess Period 24 hours Maximum Benefit Period 100 days	£20/ day	£20/ day

EXCLUSIONS TO THE PERSONAL ACCIDENT SECTION

This Section does not cover:

1. the first 14 days of temporary total disablement;
2. accidental bodily injury sustained while under the influence of or due wholly or partly directly or indirectly to the taking of alcohol or drugs, other than drugs taken as directed and prescribed by a doctor, but not for the treatment of drug or alcohol addiction;
3. accidental bodily injury resulting from an **insured person** taking part in or practicing for:
 - 1) abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, professional sports, sub aqua diving, water skiing, winter sports or wrestling;
 - 2) flying and aerial activities of any kind other than as a fare paying passenger (not carrying out any duties in connection with the flight) in a properly certified or licensed aircraft constructed to carry passengers;
 - 3) mountaineering or rock-climbing which would normally necessitate the use of ropes or guides; or
 - 4) racing of any kind other than on foot or swimming.
4. accidental bodily injury resulting from the use by an **insured person** of:
 - 1) a motorcycle (as driver or passenger); or
 - 2) fixed power driven woodworking machinery.
5. accidental bodily injury arising from:
 - 1) any pre-existing condition, infirmity, medical condition or chronic or recurring ailment of which an **insured person** is aware or could reasonably be expected to have been aware unless it has been declared in writing to and accepted by the **company**; or
 - 2) pregnancy or childbirth;

- 3) taking medicines incorrectly;
 - 4) known side effects of medicines or known risks associated with a medical or surgical procedure.
6. accidental bodily injury sustained while driving in a dangerous or reckless manner or under the influence of or due wholly or partly directly or indirectly to the taking of alcohol or drugs, other than drugs taken as directed and prescribed by a doctor, but not for the treatment of drug or alcohol addiction.
 7. an **insured person** committing or attempting to commit suicide.
 8. self-inflicted accidental bodily injury.
 9. accidental bodily injury as a result of willful exposure to danger except in an attempt to save human life.
 10. accidental bodily injury resulting solely in the inability to take part in sports or pastimes.
 11. accidental bodily injury resulting from an **insured person's** own criminal act(s) or taking part in civil commotion.
 12. accidental bodily injury resulting from use of nuclear, chemical or biological weapons of mass destruction, howsoever these may be distributed or combined.

Use of nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

Use of chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

Use of biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesized toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

13. Hospitalisation in a psychiatric ward, nursing, residential care home, rehabilitation centre or anywhere used primarily for the treatment of alcohol or drug addiction.
14. any **insured person** who does not satisfy the eligibility criteria for cover for this section.
15. any illness or disease or gradual loss of use or function unless as a direct result of an accidental bodily injury.

CONDITIONS TO THE PERSONAL ACCIDENT SECTION

Assignment

The benefits under this **policy** are not assignable by the **insured person** and **we** will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this **policy**. **Your** receipt or **your** legal representatives' receipt shall be a valid discharge of **our** liability.

Discharge of Liability

We will pay the benefits amount for accidental death to the estate of the deceased **insured person** and **our** liability shall then be fully discharged upon the receipt given to **us** by the **insured person's** personal representative in respect of the relevant claim for such benefit amount.

Doctor's Advice

The **insured person** must obtain and follow the advice of a doctor as soon as practically possible after suffering an accidental bodily injury and **we** shall not be liable for any consequences of the **insured's** failure to do so or to use such drugs or remedies as may be prescribed by a doctor.

Benefits Limit

1. The insurer will not pay more than benefits 1-4 individually and respectively as they may apply as shown in the benefits table above for any one **insured person** for injuries arising from the same accidental bodily injury or same period of disablement, except that payment may be made for temporary total disablement for any period prior to being made under benefits 1-3 provided that the amount already paid under benefit 4 shall be deducted from the payment due under benefits 1-3. After a claim has been paid under one of benefits 1-3, no further liability shall attach to **company** in respect of the **insured person**.
2. Payment by **us** to the **insured person** of any weekly benefit does not prejudice the **insured's** entitlement to any other benefit but payment of weekly benefits will stop if **we** pay any of the capital benefits (benefits that are not payable at a weekly rate) and **we** will not be liable to pay any further benefits in respect of any injuries derived from the same accident.
3. Benefit 3 shall be payable only on certification by a doctor of permanent total disablement and not before the expiry of 104 consecutive weeks of temporary total disablement.
4. Benefit 4 shall be payable up to but not exceeding 104 weeks in respect of any period(s) of temporary total disablement resulting from any one accidental bodily injury and shall be paid at the end of any period of disablement or, at the **insured person's** request, at periodic intervals of not less than 4 weeks.
5. The **insured person** shall, as often as required and at **our** expense, submit to examination by a doctor of **our** choice. **We** shall also be entitled to a post mortem examination at **our** own expense in the event of the death of an **insured person**.
6. **You** must inform the **company** in writing as soon as possible:
 - 1) If **you** or an **insured person** are no longer eligible under this section which could include, but not limited to:
 - a) **You** or **your** partner reach 65 years old
 - b) **Your** child/ children reach 18 years old, move out from **your home** or get married / are in a civil partnership
 - c) **Your** partner moves out of **your home**
 - d) An **insured person** is no longer resident in the UK
 - 2) Any pre-existing conditions of health not already notified to **company** suffered since the previous renewal date.
7. The maximum liability of the **company** arising out of any single incident involving accidental bodily injury to more than one **insured person** shall not exceed £150,000.

ADDITIONAL BENEFIT – CYBERSCOUT

Working in partnership with Cyberscout, **your policy** includes access to bespoke cyber protection support and relevant educational services to help **you** avoid becoming a victim of a cyber incident. The details of how to access this service can be found on **your policy schedule**.



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Cyber Landscape



Between 45-50% of all illicit trading of personal information from stolen credit card info to usernames and passwords can be traced back to breaches of social media platforms.

In the first 6 months of 2019, 4.1 billion personal records were exposed via data breaches.

Cybercrime in the UK and Japan rose significantly in 2018 (30% and 31%) and are continuing upward trajectory. (Accenture Security Report)

84% of ID fraud cases are through online application channels (The Fraudscape, 2018, CIFAS)

The most targeted age group for social engineering are over 60 (The Fraudscape, 2018, CIFAS)

Social media-enabled cybercrimes generate \$3.25 billion in global revenue per year (Bromium & McGuire)

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GENERAL CYBER INFORMATION

In today's digital age, individuals and families face increasing risk of digital fraud and theft.

Your insurance policy includes access to innovative market leading cyber protection services.

While cyber incidents involve the technology component, they are often not without an element of human risk.

Cybercriminals often use human tactics to trick victims into providing credentials and personal information to access accounts online. This is why having live, personal services is so important. Our personal cyber services go above and beyond standard software solutions.



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You may find detailed definitions of these terms in the Glossary on pages 9-11



Call the Resolution Centre 24/7 any time of day to learn how to protect from cyber incidents before they happen: **08000608751**

Access our Cyber Education Portal to stay up to date on the latest cyber protection tips

Learn today's best practices to protect against identity theft and fraud.

When things go wrong, a dedicated specialist will stay with your case from first call to resolution.

We will walk you through the process of acquiring your credit report to ensure all your credit details are accurate.

We will help you notify the appropriate organisations to ensure you are protected, including banks, credit card companies, government agencies, police report filing, social media platforms, and more.

We document all information and materials throughout the case to ensure you have all the evidence needed.

Multiple languages available with the Resolution Centre

Services Overview



Examples of Resolution Services

Type of Cyber Event	Example Scenario	Examples of Personal Cyber Guidance Provided by our Resolution Center
Identity Theft	Customer receives a collections notice informing them that unbeknownst to them, a business was set up in their name and is overdue thousands of pounds in merchant credit.	<ul style="list-style-type: none"> Assist with notification of credit bureaus Investigate if bank/credit card company will reimburse
Financial Fraud/Fund Transfer Fraud	Customer receives scam phone call and is tricked into divulging their personal account information. Funds are transferred out of their account without their permission.	<ul style="list-style-type: none"> Assist with cancellation/freezing of accounts until situation has been resolved Investigate if bank/credit card company will reimburse lost funds Investigate if further security can be placed on account moving forward Assist with changing passwords on all accounts

Please note that some resolutions may incur a charge if additional services are required e.g. expert technical support, legal support



Online Retail Fraud	Customer finds a great deal on a new car online. They send funds as a deposit with no follow up from seller, and discover it was a false listing.	<ul style="list-style-type: none"> • Assist with contacting retailer or online platform • Assist with changing passwords to secure shopping/sales account • Contact credit cards and/or Paypal, etc. to confirm if charge was processed • Assist with contacting law enforcement if appropriate
Ransomware Support & Recovery	Customer is locked out of their computer or mobile device and receives a message demanding payment for it to be unlocked. Their information is fully encrypted.	<ul style="list-style-type: none"> • Determine severity of situation and advise on immediate steps • Advise to disconnect computer or device from network • Determine if there are backups available and if they can be accessed • Engage IT forensic experts as needed
System Compromise	Customer's data is lost or destroyed due to ransomware, phishing, keystroke loggers, etc.	<ul style="list-style-type: none"> • Confirm system compromise has occurred and gather information (device type, operating system, etc.) • Assist with contacting law enforcement
Extortion & Reputational Damage (Social Engineering, Cyber Bullying, etc.)	Customer is being blackmailed online with private photos and videos.	<ul style="list-style-type: none"> • Assistance with filing report • Assistance collecting evidence • Liaising with bank • Engage IT forensic experts
Liability Exposure Support	Customer has had legal action taken against them or needs to take legal action as a result of a cyber incident	<ul style="list-style-type: none"> • Confirm a liability situation exists and the customer requires legal assistance • Assist with filing a claim for external legal costs as needed

Please note that some resolutions may incur a charge if additional services are required e.g. expert technical support, legal support



Cyber Education for Individuals & Families

We provide "Knowledge Centres" which are online portals that provide content and educational information to help you avoid becoming a victim of fraud.



[Access the Portal](http://Chinataiping.mycybercentre.com)
Chinataiping.mycybercentre.com



Feel Safe

With our Cyber Services, you will receive valuable educational resources and tools that help you better understand your data risk and take steps to prepare for a cyber incident.

If you are affected by an incident, you will have unlimited access to a hotline to call for support in determining the extent of the incident, guidance on remediation and complete support.



- Access our services
- ❖ Call our 24/7/363 hotline on **08000608751** and talk to one of our specialists
 - ❖ We can service the line from 3am-10am GMT in Mandarin Chinese
 - ❖ Go online to access our dedicated educational portal: Chinataiping.mycybercentre.com

GLOSSARY OF CYBER TERMS

Account takeover	<ul style="list-style-type: none"> • A form of identity theft where a fraudster illegally uses bots (autonomous programs) to get access to a victim's bank, e-commerce site, or other types of accounts. A successful account takeover attack leads to fraudulent transactions and unauthorized shopping from the victim's compromised account.
Cyber Attack	<ul style="list-style-type: none"> • An attempt by hackers to damage or destroy a computer network or system – malware, phishing, denial of service, ransomware.
Cyber Bullying	<ul style="list-style-type: none"> • A form of bullying or harassment using electronic means. Cyberbullying and cyber harassment are also known as online bullying. Online bullying is targeted, deliberate and consistent. It has become increasingly common, especially among teenagers.
Extortion and Reputation Damage	<ul style="list-style-type: none"> • A crime in which one person forces another person to do something against his will, generally to give up money or other property, by threat of violence, property damage, damage to the person's reputation, or extreme financial hardship. Extortion involves the victim's consent to the crime, but that consent is obtained illegally.
Financial Fraud	<ul style="list-style-type: none"> • A deliberate deceit involving financial transactions for the purpose of personal gain and that results in a financial loss for the victim. The fraud can be committed either online, in person or via correspondence.
Hacker (white hat, gray, black)	<ul style="list-style-type: none"> • A hacker is an expert at programming and solving problems with a computer or at gaining access to information on a computer. Not all hackers are malicious. Many companies hire white hat hackers to test or challenge their information systems and to highlight security failings that require safeguarding. A grey hat hacker is a computer hacker or computer security expert who may sometimes violate laws or typical ethical standards but does not have the malicious intent typical of a black hat hacker. Black hat hackers are responsible for writing malware, which is a method used to gain access to computer systems. Their primary motivation is usually for personal or financial gain, but they can also be involved in cyber espionage, protest or perhaps are just addicted to the thrill of cybercrime.

Identity Theft

- The deliberate use of someone else's identity, usually as a method to gain a financial advantage or obtain credit and other benefits in the other person's name, and often to the other person's disadvantage or loss.

Liability

- One of the most significant words in the field of law, liability means legal responsibility for one's actions or omissions. A liability, in general, is an obligation to, or something that you owe somebody else.

Mail fraud

- A person commits mail fraud when they are involved in the mailing of something associated with fraud. Mailing contracts, receipts, and communications regarding a fraudulent deal could all be classified as mail fraud. Also includes mail sent through private and commercial carriers and also electronically through emails.

Online Retail Fraud

- A type of fraud or deception which makes use of the Internet and could involve hiding of information or providing incorrect information for the purpose of tricking victims out of money, property, and inheritance. Goods or services are offered at cheap prices but are never shipped or provided. The payments are, of course, kept.

Malware

- Malware is the collective name for a number of malicious software variants, including viruses, ransomware and spyware. Malware typically consists of code developed by cyber attackers, designed to cause extensive damage to data and systems or to gain unauthorized access to a network. The user is fooled into running an infected software or operating system for the malware to spread.

Pharming

- The fraudulent practice of directing Internet users to a bogus website that mimics the appearance of a legitimate one, in order to obtain personal information such as passwords, account numbers, etc.

Phishing

- The fraudulent practice of sending emails purporting to be from reputable companies in order to persuade or fool individuals to reveal personal information, such as passwords and credit card numbers. Some phishing scams can target organizational data in order to support espionage efforts or state-backed spying on opposition groups.

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Ransomware

- A type of malicious software designed to block access to a computer system until a sum of money is paid. It works by encrypting user data until the correct decryption key has been entered. It is usually downloaded unwittingly by clicking on an email link or a deceptive web link.

Social Engineering

- In the context of cybercrime, social engineering is the use of deception to manipulate individuals into divulging confidential or personal information that may be used for fraudulent purposes.

Systems/Data compromise

- A nice way of saying that someone or something has maliciously broken into your computer system without your knowledge or permission. It means that you can't trust the integrity of any file (program, document, spreadsheet, image, etc.) on your computer. Cardholder data compromise occurs when a merchant's payment system is accessed maliciously, and cardholder account information is stolen.

Spoofing

- In the context of information security, and especially network security, a spoofing attack is a situation in which a person or program successfully identifies as another by falsifying data, to gain an illegitimate advantage. Can apply to emails, phone calls, and websites, or can be more technical, such as a computer spoofing an IP address, Address Resolution Protocol (ARP), or Domain Name System (DNS) server.

Spyware

- Unwanted software that infiltrates your computing device, stealing your internet usage data and sensitive information. Spyware is classified as a type of malware — malicious software designed to gain access to or damage your computer, usually without your knowledge. Spyware is used for many purposes.

Two-factor authentication (2FA)

- An authentication method in which a computer user is granted access only after successfully presenting two or more pieces of evidence to an authentication mechanism: knowledge, possession, and inherence. This could be a password, telephone access, fingerprint or facial recognition or a secret question about yourself to answer. 2FA is a type of multi-factor authentication.

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PRIVACY AND YOUR PERSONAL INFORMATION

YOUR PERSONAL INFORMATION NOTICE

Who we are

We are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent us from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

Other people's details you provide to us

Where **you** provide us or **your** agent or broker with details about other people, **you** must provide this notice to them.

Want more details?

For more information about how **we** use **your** personal information please see **our** full privacy notice, which is available online on **our** website or in other formats on request.

Contacting us and your rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice(s), please contact us at:

China Taiping Insurance (UK) Co Ltd
2 Finch Lane,
London
EC3V 3NA

Telephone 020 7839 1888

CTIRHP 022024