

your
policy

beazley

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Emergency assistance and key contact details

As a Beazley policyholder **you** have access to the following helplines and services.

When calling please advise the helpline operator that you are a Beazley policyholder.

Claim notification line

To notify us of a new claim under Sections 1 to 6 of this policy, please refer to your schedule for contact details.

If **you** need to alert us of a claim outside of office hours please call our 24-hour claims notification line on **0344 770 3102**

Legal and identity fraud advice line

There is a 24-hour telephone advisory service for advice on any private legal or identity fraud problem of concern to **you** or any member of **your** household as detailed under Section 7 of your policy.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under this insurance, the advice line will ask **you** to complete a claim form.

If **you** would like to make use of this service simply telephone: **0344 770 1040**

Please read Section 7 for full details and associated terms and conditions relating to Family Legal Costs and Identity Fraud Protection Insurance.

Lifestyle counselling helpline

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **you** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting your general wellbeing.

Counsellors and information specialists are also trained to help **you** with practical problems like debt.

You can access the lifestyle counselling helpline on **0344 770 1036**

Domestic emergency

If **you** would like to make use of this 24-hour service simply telephone: **0333 999 3557**

welcome

Dear homeowner,

It is my pleasure to enclose your home insurance policy.

I am delighted that you have chosen Beazley to insure your home. As one of the largest insurers at Lloyd's of London, we have a wealth of experience in meeting the needs of homeowners around the world.

Beazley plc is the parent company of specialist insurance businesses with operations in Europe, the US, Canada, Asia, Latin America, Middle East and Australia. Beazley manages six Lloyd's syndicates.

Beazley syndicates 2623 & 623 underwrite this homeowners policy. All Lloyd's syndicates are rated 'A' by A.M. Best who credit rate the insurance industry.

Working closely with high calibre insurance brokers Beazley seek to deliver exceptional underwriting and claims service.

Please read this policy together with the accompanying schedule and any endorsements carefully, to ensure that the cover meets your requirements. If you find that you have any questions or queries, please do not hesitate to contact your broker who will be happy to assist.

Thank you for insuring with Beazley.

Yours sincerely,



Andrew Horton

Chief executive officer
Beazley Group

your contract of insurance

Your policy

This insurance cover is administered on behalf of Beazley Syndicates 2623 and 623 at Lloyd's of London.

The insurance cover under Sections 1 to 6 is underwritten by Syndicates 2623 and 623 at Lloyd's.

The insurance cover under Sections 7 and 8 is managed by Arc Legal Assistance Limited and underwritten by Inter Partner Assistance SA (IPA SA).

AXA Assistance (UK) Ltd provides the services and benefits described under Section 8 during the **period of insurance** for which **you** have paid the premium.

Beazley Furlonge Ltd as Managing Agent of Syndicates 2623 and 623 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority.

The insurers named hereon bind themselves each for their own part and not one for another. Each insurer's liability under this certificate shall not exceed that section of cover, percentage or amount of the risk shown against that insurer's name.

This **policy**, the **schedule** and any **endorsement** should be read together and form the contract of insurance between **you** and **your insurer**.

The **schedule** sets out the sections **you** have selected and any **sum insured** limits which are relevant to **you**; it is **your** evidence of insurance and **you** may need it if **you** wish to make a claim.

In return for the payment of the premium (and any tax payable thereon) by **you**, **we** will provide insurance in accordance with the **policy** for those sections shown in the **schedule** in respect of events happening during the **period of insurance**.

When you receive the **policy** it is important that **you** read it and the **schedule** carefully to make sure that it meets **your** requirements and needs.

The **policy** is arranged in different sections. It is important that

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your broker** immediately if the **schedule** is not correct or if **you** would like to ask any questions.

Changes we need to know about

The information **you** have supplied to **us** on **your proposal** and/or any supplementary questionnaires is important and is used in the consideration, acceptance and assessment of this insurance. **You** must, therefore ensure that all the information given is accurate and that no information has been withheld. **You** must tell **your broker** of any update, change or amendment to the information that **you** have given **us**.

We will tell **you** if such change affects **your** insurance and if so, whether the change will result in revised terms and/or premium being applied to **your policy**. If you do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

Period of insurance

The period covered by this insurance is normally for 12 months. Renewal will be subject to the terms and conditions that apply at the time of renewal. **We** recommend our customers review their contract every year to ensure their cover is sufficient for their needs and that any changes to the information you have given us have been disclosed.

Cooling off period

You are entitled to cancel this insurance by writing to **your broker** within 14 days of either:

1. The date **you** receive **your** policy documentation; or
2. The start of the **period of insurance**

whichever is the later.

A full return of premium will be made subject to the return of any documents issued and no claim having been made.

Cancellation outside the cooling off period

You can also cancel this policy at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this policy has been in force and whether you have made a claim.

We can cancel this policy by giving **you** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of premium
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover
- Non-cooperation or failure to supply any information or documentation **we** request
- Threatening or abusive behaviour or the use of threatening or abusive language

Complaints

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

Sections 1 to 6

If **you** have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact **your broker**. Please quote Your policy number and/or claims reference number in all correspondence to enable the matter to be dealt with promptly.

In the event that **you** remain dissatisfied, **you** can refer the matter to Policyholder and Market Assistance at Lloyd's. The contact details are:

Policyholder and Market Assistance: Lloyd's Market Services, One Lime Street, London EC3M 7HA
Tel: **020 7327 5693**; Fax: **020 7327 5225**; Email: **Complaints@Lloyds.com**; Website: **www.lloyds.com**

Sections 7 and 8

If **you** have any questions or concerns regarding either the Family Legal Costs and Identity Fraud Protection Insurance or the Domestic Emergency Insurance, please refer to Section 7 or 8 for guidance and contact information as appropriate.

Financial ombudsman service

Complaints that cannot be resolved by Policyholder and Market Assistance at Lloyd's, by Arc Legal Assistance Ltd or by AXA Assistance (UK) Ltd may be referred to the Financial Ombudsman Service (the "FOS"). Information about the FOS can be found at <http://www.financial-ombudsman.org.uk/> including details of the types of complaints the FOS will be able to consider. If you make a complaint to the FOS, your right to legal action against us is not affected. They can be contacted at the following address, The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Opening times Monday - Friday 8am to 6pm and Saturday 9am to 1pm. Telephone: 0800 023 4567 (free for people phoning from a "fixed line" for example, a landline at home) or 0300 123 9123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02) or by email at complaint.info@financial-ombudsman.org.uk.

Compensation

The subscribing insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an insurer is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, Telephone: 0800 678 1100 or 020 7741 4100 or on their website: www.fscs.org.uk.

Law and jurisdiction applicable to the insurance

The parties are free to choose the law applicable to this insurance contract. However, unless specifically agreed to the contrary, this insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England.

Definitions relating to Sections 1 to 6

Set out below are definitions of key words or phrases used within this **policy**.

Broker	The insurance intermediary who arranged this cover on you behalf.
Buildings	<p>The home including fixtures and fittings, tenant's improvements, fitted appliances, tennis courts, swimming pools, septic tanks, domestic oil or gas tanks, paved terraces, greenhouses, garden sheds, permanently installed solar panels attached to the structure of the home, ornamental fountains and ponds, lampposts, house signs, drives, patios, paths, walls, gates and fences, interior decorations all owned by you or for which you are legally responsible within the property at the address shown in the schedule.</p> <p>Also included are underground services, sewers, pipes, cables and drains which extend to the public mains. Buildings do not include land or water.</p>
Business	Any clerical and non-manual business you conduct at or from an office in your home .
Business contents	Office furniture and equipment, stationery, office supplies, software, books, records and documents in your home all belonging to the business or for which the business is legally responsible.
Contents	<p>Household goods and personal property, including personal possessions, fine art and antiques and outdoor and garden property, which belong to you or for which you are legally responsible subject to the specific limits and cover limitations shown under Section 2 of this policy.</p> <p>This definition also includes the personal property of permanent members of your household in full-time education while they are studying away from home, tenant's improvements, fixed television and radio aerials, satellite dishes, their fittings and masts that are attached to the home.</p> <p>Contents do not include:</p> <ul style="list-style-type: none">• Any part of the buildings• Land or water• Any property which is more specifically insured by another insurance• Any living creature• Motor vehicles, caravans or their accessories other than:<ul style="list-style-type: none">– golf trolleys, golf buggies, motorised wheelchairs– motorised sit-in toy or miniature vehicles including motor-cycles providing they have an engine capacity of 50cc or less– quad bikes but only if used exclusively for the care of gardens, horses and pets• Trailers and horseboxes over 12 feet in length• Valuables, gold, silver and gold and silver plated items either individually or collectively valued at £10,000 or over• Watercraft other than those defined as watercraft hereafter• Any property used for commercial purposes other than as defined under business contents above.
Credit cards	Credit cards, chargecards, debit cards, bankers cards, cash dispenser cards and electronic cash prepayment cards which belong to you for personal use.
Domestic employee	Any person employed by you under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the home .
Endorsements	A change in the terms and conditions of this insurance detailed within your schedule.
Excess	The amount shown in the schedule or endorsement which you will be responsible for paying in the event of each and every claim.
Fine art and antiques	Any article of recognised artistic or collectable nature of whatsoever description other than valuables which belong to you . This definition includes but is not limited to tapestries, rugs, furniture, paintings, etchings, manuscripts, sculptures, porcelain, gold, silver and gold and silver-plated items, objets d'art, contemporary art, clocks and barometers and articles forming part of a collection.
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.
Home	The private dwelling including outbuildings used for domestic purposes at the address shown on the schedule .
Landslip	Downward movement of sloping ground.

Money	Personal money kept by you for private, domestic or charitable purposes and for which you are legally responsible, including: <ul style="list-style-type: none"> • Current legal tender, cheques, travellers cheques, postal or money orders • Travel and seasonal travel tickets • Premium bonds, savings certificates and share certificates • Gift tokens, phone cards, current postage stamps and saving stamps.
Occupant	A person or persons authorised by you to stay in the home overnight
Outbuildings	Free-standing permanent structures including garages, stables, barns, studios, pool houses and other similar structures.
Outdoor and garden property	Those items designed to be left or used outdoors including: <ul style="list-style-type: none"> • Garden furniture, children's play equipment, statues and ornaments, other than fine art and antiques • Domestic garden maintenance equipment, ride-on lawnmowers and power equipment • Golf trolleys, golf buggies, motorised and non-motorised wheelchairs • Motorised sit-in toy or miniature vehicles including motor-cycles providing they have an engine capacity of 50cc or less • Quad bikes but only if used exclusively for the care of gardens, horses and pets • Trailers and non-motorised horseboxes up to 12 feet in length.
Period of insurance	The length of time the insurance is in force as shown on the schedule and for which you have paid, and we have accepted, a premium.
Personal possessions	Personal items other than valuables belonging to you and designed to be worn or carried by you including luggage, baggage, photographic equipment, spectacles, contact lenses and hearing aids, mobile communication and portable computer equipment, sports equipment, pedal cycles, saddlery, tack, clothing and other similar items.
Policy	The formal wording of your insurance.
Proposal	The application for insurance provided by you whether verbally or in writing which describes you , any details specific to you or the property and all material information relevant to the cover which you have requested.
Schedule	The schedule forms part of this insurance and contains details of you , the home , the sums insured , the excess , any endorsement , the period of insurance and sections of this insurance that apply.
Settlement	Downward movement as a result of the ground being compressed by the weight of the buildings.
Specified	Items individually declared by you and specifically insured to an agreed value and recorded by us on the schedule .
Standard construction	Buildings constructed of stone, concrete or brick and roofed with slates, asphalt, metal, concrete or tiles.
Subsidence	Downward movement of the ground beneath the home where the movement is unconnected with the weight of the building.
Sum insured	The insured values shown against each section and/or item in the schedule .
Tenant's improvements	Alterations, decorations, improvements which have been undertaken by you or previous occupiers as tenants but only if not covered by the landlord's or any other insurance. The sum insured for tenant's improvements, if applicable, will be stated in your schedule .
United Kingdom	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
Unoccupied/unoccupancy	Your home is considered to be unoccupied whenever it is insufficiently furnished for normal living purposes or although furnished has been without and / or intended to be without an occupant for a period in excess of 90 days.
Unspecified items	Individual items, pairs or sets not separately declared by you either on your proposal or verbally and that are not specifically recorded by us on the schedule .
Valuables	Jewellery, watches, furs and guns all belonging to you .
Watercraft	<ul style="list-style-type: none"> • Sailboards, surfboards, dinghies, hand-propelled and motorised boats less than 16 feet in length • Motorised watercraft with an engine of 25 horsepower or less
We/us/our/underwriters/insurer	Beazley syndicates 2623/623 at Lloyd's of London.
You/your/insured	The person(s) named in the schedule and all members of their family and domestic employee(s) who permanently live in the home .

General conditions applicable to Sections 1 to 6 of this insurance

Each **home** included under this insurance is considered to be covered as if separately insured.

Your duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **your broker** as soon as possible if **you**:
 - Stop using the **home** as **your** permanent private residence
 - Leave the **home** without an **occupant** for more than 90 consecutive days.

When **we** receive this notice **we** have the option to change the conditions of this insurance.

3. **You** must tell **your broker** before you start any conversions, extensions, renovations or other structural work to the **buildings** where the estimated cost of the work is £50,000 or greater. **Your broker** must be informed at least 30 days before the work starts and before **you** enter into any written contract for the works. **You** do not have to tell us if the work is for redecoration only.

When **we** receive this notice **we** have the option to withdraw, alter or restrict cover. If **you** do not tell us about such work, **we** may not have to pay any claim caused by or resulting from the building works.

4. **You** must tell **your broker** of any change to the information declared on your proposal/statement of fact or any other supplementary questionnaire, that could affect the assessment of risk and the premium charged. If **you** are unsure as to what information you need to disclose please, refer to **your broker** for guidance.

If **you** fail to comply with any of the above duties this insurance may be cancelled, or a claim rejected or not fully paid.

Proof of value and ownership

It is **your** responsibility to prove any loss therefore **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim. If **you** wish to specify an item **we** will either request proof of value prior to providing cover for the item or at the time of a claim.

Adequacy of sum insured

You must at all times ensure that **your sums insured** are maintained at full value:

- **Your sum insured** for **buildings** must be the estimated cost of rebuilding if the **buildings** were destroyed. The **sum insured** must also include an allowance for professional fees and site clearance
- **Your sum insured** for **contents** must be the cost to replace as new
- **Your sum insured** for **fine art and antiques**, and **valuables** must reflect the current market value.

Reinstatement

The **sums insured** will not be reduced following the payment of a claim provided **you** agree to carry out **our** recommendations to prevent further losses occurring.

Data Protection Act 1998

We collect Personal Data from applicants for **our** insurance products and from communications with **our** policyholders including in particular in connection with claims under insurance policies. **We** act as a Data Controller for all Personal Data **we** obtain from **our** customers and prospective customers and comply with **our** obligations under the Data Protection Act 1998.

We may disclose the Personal Data obtained to **our** subcontractors, service providers and agents in connection with the provision of goods and services to **us** and **our** customers. In order to prevent and detect fraud **we** may at any time share information about **you** with other organisations and public bodies including the police, undertake credit searches and additional fraud searches, and check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

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

- (a) Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- (b) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- (c) Check **your** identity to prevent money laundering, unless **you** furnish us with other satisfactory proof of identity; and **we** can supply on request further details of the databases **we** access or contribute to.

The recipients of Personal Data from **us** may be located outside the European Economic Area in countries which do not have the same level of legal protection of Personal Data as the European Union, and where **we** provide Personal Data to parties in such countries **we** will have in place agreements under which the recipient agrees to protect the Personal Data to standards which are equivalent to the standards observed by **us** to comply with data protection laws within the European Union.

Where a person provides us with Personal Data about any other individual, he or she warrants that they have full rights to disclose the Personal Data to **us** to use for the purposes for which it is disclosed.

For the purposes of this clause the following terms shall have the meanings set out below, which are the meanings given to them in the Data Protection Act 1998:

“Personal Data” means data which relate to a living individual who can be identified:

- (a) from those data, or
- (b) from those data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller, and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual;

“Data Controller” means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed.

Premium payment

We will not make any payment under this **policy** unless **you** have paid the premium.

Misrepresentation and/or non-disclosure

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information you have given **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

Careless misrepresentation in the context of a claim

If, on presentation of a claim, **we** obtain evidence which suggests that **you** were careless in providing us with the information **we** have relied upon in accepting this insurance and setting the terms and premium of this insurance **we** may:

- Treat this insurance as if it never existed and refuse to pay all claims and return the premiums paid, if **your** carelessness causes us to provide **you** with insurance cover which **we** would not otherwise have offered;
- Treat **your** insurance as if it had been entered into on different terms from those agreed; or
- Reduce proportionately the amount paid on a claim if **we** would have charged more for **your** insurance.

Careless misrepresentation generally

If **we** obtain evidence unrelated to any outstanding claim which suggests that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting the terms and premium of this insurance **we** may:

- Give **you** notice in writing that **you** must pay more for **your** insurance;
- Give you notice in writing that the terms of **your** insurance have changed; or
- Cancel this contract of insurance by giving **you** thirty days' notice in writing and return any premium paid for the balance of the contract term.

If **we** give **you** notice that the terms of **your** insurance have changed or that **you** must pay more for **your** insurance then **you** may give **us** thirty days' notice in writing that **you** wish to terminate the contract.

Any return premium due to **you** will depend on how long this contract of insurance has been in force and whether **you** have made a claim.

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** may:

- treat this insurance as if it never existed;
- decline all claims.

Change in circumstance

You must tell **your broker** as soon as possible about any changes in the information **you** have provided which happens before or during any **period of insurance**. **We** will tell **you** if such change affects **your** insurance and if so, whether the change will result in revised terms and/or premium being applied to **your** policy. If **you** do not inform **us** (via **your broker**) about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

General exclusions applicable to Sections 1 to 6 of this insurance

a) Radioactive contamination and nuclear assemblies exclusion

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to or arising from:

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) War exclusion

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

c) Existing and deliberate damage

We will not pay for loss or damage:

- Occurring before **cover** starts or arising from an event before **cover** starts
- Caused deliberately by **you** or any member of **your home**.

d) Electronic data exclusion clause

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to, by or arising from:

- Computer viruses, erasure or corruption of electronic data
- The failure of any equipment to correctly recognise the date or change of date.

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

e) Contracts (Rights of Third Parties) Act 1999 clarification clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

f) Wear and tear, mechanical or electrical breakdown

We will not pay for loss or damage caused by wear and tear, any damage that happens gradually or mechanical or electrical breakdown, fault or failure.

g) Deception

We will not pay for loss or damage or liability caused by deception other than by any person using deception to gain entry to **your home**.

h) Loss of profit

We will not pay for loss or damage or liability caused by loss of profit, business interruption or any economic loss of any kind.

i) Pressure waves

We will not pay for any damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

j) Indirect loss or damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim unless expressly stated in this **policy**.

k) Contract works

We will not pay for loss or damage resulting from any building works where **you** have entered into a contract which removes or limits **your** legal rights against the contractor unless **we** have agreed it.

l) Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

m) Biological and chemical contamination clause

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;

directly or indirectly caused by or contributed to, by or arising from biological or chemical contamination due to or arising from:

- Terrorism and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion, "terrorism" means any act(s) of any person(s) or organisation(s) involving:

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

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

n) Unoccupied homes

Your home is considered to be **unoccupied** whenever it is insufficiently furnished for normal living purposes or although furnished has been without and/or intended to be without an **occupant** for a period in excess of 90 days.

If **your home** is **unoccupied**:

- **We** will not cover loss or damage by escape of water from and frost damage to fixed water tanks, apparatus or pipes unless the water is turned off at the mains and all tanks and pipes are drained, or the central heating system is in continuous operation to maintain a minimum temperature of 60 degrees Fahrenheit / 15 degrees Celsius between the 1st October and the 1st April inclusive.
- **We** will not cover loss or damage resulting from theft, attempted theft, vandalism and/or malicious damage while the **home** is **unoccupied** unless all security devices for the protection of the **home** are put into full and effective operation
- The **home** must be inspected both internally and externally at least once every 7 days by a responsible adult.

You must tell **your broker** as soon as possible if you intend to leave **your** property **unoccupied**. When **we** receive this notice **we** have the option to change the conditions of this insurance.

How to make a claim and claims conditions applicable to this insurance

Sections 1 to 6

Naturally **we** hope **you** won't have any accidents or misfortune, but if **you** do and wish to make a claim under Sections 1 to 6 of this insurance, please contact the claims team as soon as possible. Contact details for office hours (9am to 5pm) reporting can be found on **your schedule** or via **your broker**.

Claim notification line for out of office hours assistance: **0344 770 3102**

You can use this out of hours line to advise **us** of a claim under Sections 1-6 of this **policy**. This is a notification service only and no comment will be made on policy coverage or acceptance of **your** claim. Details will be passed to a claims handler the following working day.

At the time of making a claim, **you** will be asked:

- Details of **your broker** and/or the company administering this insurance on **our** behalf.
- The policy number stated on **your schedule**
- Full details of the claim.

Your duties

In the event of a claim or possible claim under this insurance:

1. **You** must notify the claims team as soon as possible, giving full details of what has happened.
2. **You** must provide details of what has happened as soon as possible and provide full co-operation and such assistance as **we** may reasonably require.
3. **You** must forward within 7 days' notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **You** must inform the local police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property and **you** should ensure **you** obtain an incident or crime number from the police to substantiate the incident.
5. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **You** must take all reasonable care to limit any loss, damage or injury.
7. **You** must provide reasonable evidence of value or age (or both) for all items involved in a claim.
8. **You** must not abandon any property to **us** without **our** written permission.
9. **You** must safeguard **your** property at all times.

If **you** fail to comply with any of the above duties this may result in **your** claim being rejected or not fully paid.

How we deal with your claim

1. Defence of claims

We may:

- Take full responsibility for conducting, defending or settling any claim in **your** name
- Take any action **we** consider necessary to enforce your **rights** or **our** rights under this insurance.

2. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury (Section 2 – 11).

3. Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **we** will not pay the false or fraudulent claim, or any subsequent claim.

How to make a claim under Sections 7 and 8

Please refer to the guidance and procedures given under Section 7 – Family Legal Costs and Identity Fraud Protection Insurance and Section 8 – Domestic Emergency Insurance, as appropriate.

Section 1 – Buildings

The following cover applies only if **your schedule** shows that it is included.

The Cover

We will insure **you** for direct physical loss or damage to the **buildings** or **tenant's improvements** occurring during the **period of insurance** subject to the exclusions, limitations and conditions of the **policy**.

We will also provide cover for:

Specific limits and cover limitations

1. Alternative accommodation

The cost of alternative accommodation substantially the same as **your** existing accommodation, necessarily incurred by **you** or **your** domestic pets if **your home** is made uninhabitable as a direct result of damage insured under Section 1.

The cost of alternative accommodation, substantially the same as **your** existing accommodation, if you or your domestic pets are required to move from your **home** by a public authority due to any danger from a neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had your **home** been damaged.

Up to 3 years from the date of loss.

We will not pay for:

- Any costs recoverable elsewhere
- Any costs incurred before **we** provided **our** agreement to pay.

2. Loss of rent

The loss of rent **you** would have received but are unable to recover as a result of the **home** being made uninhabitable as a direct result of damage insured under Section 1.

Up to 3 years from the date of loss.

We will not pay for any loss of rent payable after the property is reinstated and ready for habitation.

3. Trace and access cover

The costs incurred to find the source of escape of:

- Water, oil or gas from any domestic water or heating installation within the **home** including subsequent repairs to walls, floors and ceilings.
- Water from underground service pipes, sewers and drains for which **you** are legally responsible outside the **home** but at the address shown on the **schedule**.

The maximum amount **we** will pay for any one claim occurring outside the **home** is £25,000.

4. Underground services

The cost of repairing domestic fuel pipes, underground services, pipes, cables, sewers and drains for which **you** are legally responsible arising from sudden and unforeseen damage. Cover also extends to include the cost of breaking into and repairing the pipe between the main sewer and **your home** following a blockage provided a specialist contractor has attempted to clear the pipe without success.

5. Increased water charges

The proven cost of increased metered water charges resulting from an escape of water giving rise to an insured loss under this **policy**.

Up to £10,000 in any one **period of insurance**.

We will not pay for:

- Any loss whilst the **home** is **unoccupied**
- More than £10,000 in total if both **Buildings** and **Contents** are insured.

6. The garden

Cover for damage to **your** garden caused directly by fire, lightning, explosion, impact by any vehicle or aircraft, theft or attempted theft, vandalism and malicious damage. The garden does not include woods or paddocks.

Up to 5% of the **buildings sum insured** any one claim.

We will not pay for:

- More than £ 1000 any one plant, tree or shrub
- Any costs relating to any undamaged part of the garden
- Any plants grown on a commercial basis.

Section 1 – Buildings continued

<p>7. Alterations to the home</p> <p>The reasonable cost of alterations to the home made necessary due to an identifiable physical injury to you caused directly by a sudden and unforeseen accident during the period of insurance.</p>	<p>Up to £25,000 in any one claim.</p> <p>We will not pay for:</p> <ul style="list-style-type: none"> Alterations to the home following accidents to domestic employees.
<p>8. Sale of the home</p> <p>The purchaser of your home will be entitled to the benefit of this section for the period from exchange of contracts or if in Scotland from the date you accept the offer of purchase until completion of the sale or expiry of the insurance, whichever is the sooner.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> If the buildings are more specifically insured by the purchaser Any claim under paragraphs numbered 1 to 8.
<p>9. New fixtures and fittings prior to installation</p> <p>Cover for loss or damage to new fixtures and fittings, fitted furniture and fitted appliances within the home which are waiting to be installed, as long as you let us know within 21 days of delivery.</p>	<p>Up to £100,000 any one claim.</p> <p>We will not pay for:</p> <ul style="list-style-type: none"> Any loss or damage caused while installing the fixtures and fittings; or For property left in the open.
<p>10. Emergency access</p> <p>Cover for the cost of repairing your home following forcible entry by the emergency services arising as a consequence of a medical emergency.</p>	<p>Up to £5,000 any one claim.</p>
<p>11. Preventative measures</p> <p>If we have agreed to settle your claim for physical loss or damage caused by escape of water or flood, we will also pay towards the cost of a water leak detection and prevention system or flood prevention system intended to mitigate or prevent a future occurrence of the same cause. We will only do this if the covered loss we have agreed to pay is more than £25,000 and if we have given our approval to these preventative measures during the claims settlement process.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> More than £2,500 any one claim.
<p>12. Removing nests</p> <p>We will pay for the removal of wasp or bees nests from your home. The policy excess will not apply to any claim made under this sub-section.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> More than £500 any one claim.

Exclusions applying to Section 1

This insurance does not cover:

- The cost of routine maintenance and decoration.
- Contamination or pollution of any kind other than as a result of oil escaping from a fixed domestic heating installation at the **home**.
- Misuse, faulty or defective materials and faulty or defective design, manufacture, specification or workmanship.
- Loss or damage to gates, fences, pergolas, gazebos, arbours and hedges by storm, flood, frost or weight of snow unless the damage has been caused by a fallen tree.
- Loss or damage caused by demolition, alteration, construction, renovation, repair, restoration, application of heat or similar process.
- Loss or damage caused by general wear and tear, mechanical or electrical faults or breakdown, rusting, corrosion, extremes of temperature or exposure to light or any damage that happens gradually.
- Loss or damage caused by **settlement**, shrinkage and any general deterioration of the **building**.
- Subsidence, landslip or heave** of the site upon which the **building** stands:
 - Caused while the **buildings** are undergoing structural repairs, alterations or extensions
 - Arising from the use of defective materials, faulty workmanship, specification or design
 - To tennis courts, swimming pools, domestic oil or gas tanks, septic tanks, paved terraces, ornamental fountains and ponds, drives, patios, paths, walls, gates and fences unless the main dwelling is also affected at the same time by the same event
 - Caused by river or coastal erosion
 - To solid floors unless the walls are damaged at the same time.

Section 1 – Buildings continued

9. Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets.
10. Loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
11. Loss or damage caused by termites, woodworm, or wood-boring insects, infestation, moths, insects (other than where stated under 12. Removing nests), vermin, wet or dry rot, damp, mould, fungus, or any dryness, dampness or contamination caused by atmospheric or temperature changes.
12. Loss or damage while the **buildings** are not furnished enough to be normally lived in unless caused by fire, lightning or explosion, **subsidence, landslip, heave**, impact, storm, flood or weight of snow.

What we the insurer will pay

If **your** claim is covered under Section 1 **we** will pay:

- The full cost of repair, replacement or rebuilding following an insured event subject to the work being carried out. However, **we** will not provide any contribution, allowance or consideration for the cost of extending improving or refurbishing any part of the **buildings**.
- Reasonable and necessary costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or reinstatement of the **buildings**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- Reasonable and necessary costs incurred with **our** prior agreement for interior designers to assist in the repairs to and replication of existing finishes as part of the repair or rebuilding of the **buildings**.

However **we** will only consider these costs if:

- Such services had been employed previously by **you** prior to any claim and there is evidence to support this
- The **sum insured** under this section reflects the additional costs of such services.
- Costs incurred to comply with government or local authority requirements provided that:
 - The **buildings** were originally constructed according to any government and local authority regulations in force at the time; and
 - **You** received notice of the existing requirement or regulation after the damage giving rise to the claim occurred.

We will not pay:

- For any subsequent loss in value of the **buildings** following payment of a claim under this insurance

Excess

After arriving at a claims settlement **we** will deduct the applicable **excess**, as shown in **your schedule**, before paying **your** claim.

If **your** claim relates to an incident of loss or damage that falls for consideration under more than one section of this **policy** and **you** have chosen different sectional **excesses**, it is the highest applicable **excess** that will be deducted from the total settlement.

If a claim is more than £10,000 **we** will not take off any **excess** unless **you** have chosen a voluntary **excess** or **we** have applied a compulsory **excess**. This waiver does not apply to the subsidence **excess**.

Limit of settlement

We will pay no more than the **sum insured** for each **home** shown in the **schedule** or up to any other limitation stated within the **policy**.

However, if **you** have had a buildings valuation carried out on **your home** within the last five years by an independent RICS qualified professional valuer or surveyor and the amount insured reflects this valuation, we will pay up to 125% of the **sum insured**.

This extension is subject to the **sum insured** having been index-linked continuously since the date of the valuation and adjusted to reflect any subsequent alterations or extension to the **buildings**. If **you** have not already provided us with one, **you** will be asked to provide a copy of the valuation in the event of a claim.

If the buildings are Grade I, II* or Grade A listed (or equivalent) or the valuation is over 5 years old or if **you** have not provided such a valuation, **we** will pay no more than the **sum insured** for each **home** shown in the **schedule** or up to any other limitation stated within the **policy**.

Index linking

The **buildings sum insured** is increased monthly in line with the House Rebuilding Cost Index of the Royal Institution of Chartered Surveyors.

For **your** protection, if the index falls below zero **we** will not reduce the **sum insured**. No charge is made for index linking during the **period of insurance** but at renewal **your** premium will be calculated on the adjusted **sum insured**.

Section 2 – Contents

The following cover applies only if **your schedule** shows that it is included.

The Cover

We will insure **you** for direct physical loss or damage to **your contents** in the **home**, or anywhere in the world while temporarily removed, for incidents occurring during the **period of insurance** but subject to the exclusions, limitations and conditions of the **policy**.

Specific limits and cover limitations

The following forms part of the total **sum insured** for **your contents** and in the event of a claim, no more than the amounts shown will be paid unless a higher limit has been agreed and stated in **your schedule**. These sums are included in, and will not increase, the **sum insured** stated in your **schedule**.

- a) **We** will pay up £5,000 for any one pedal cycle unless a higher limit has been agreed and **specified on your schedule**.
- b) **Valuables**, gold, silver and gold and silver-plated items no more than £10,000 any one claim.
- c) **Outdoor and garden property**
 - No more than £25,000 any one claim
 - No more than £5,000 any one claim for any quad bike, motor-cycle or, golf buggy
 - No more than £7,500 any one claim for trailers, non-motorised horsebox or ride-on lawn mower.
- d) **Business contents** no more than £25,000 any one claim.
- e) Deeds, registered bonds and personal documents no more than £7,500 any one claim, increasing to £15,000 if kept in a locked safe.
- f) Wine £25,000 any one claim but no more than £500 per bottle.
- g) **Watercraft** (including their furnishings, equipment and outboard motors) £7,500 any one claim.

We will also provide cover for:

Specific limits and cover limitations

1. Alternative accommodation

The cost of alternative accommodation, substantially the same as **your** existing accommodation, necessarily incurred by **you** and **your** domestic pets if **your home** is made uninhabitable as a direct result of damage insured under Section 2.

The cost of alternative accommodation, substantially the same as **your** existing accommodation, if **you** are required to move from **your home** by a public authority due to any danger from a neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.

Up to 3 years from the date of the incident giving rise to the claim.

We will not pay for:

- Any costs recoverable elsewhere
- Any costs incurred before **we** provided **our** agreement to pay.

2. Loss of rent

The loss of rent payable by **you** as occupier that **you** are unable to recover as a result of the **home** being made uninhabitable as a direct result of damage insured under Section 2.

Up to 3 years from the date of the incident giving rise to the claim.

We will not pay for any loss of rent if **we** have already paid a claim under Section 2 for alternative accommodation.

3. Loss of oil

Loss of oil from domestic heating installations.

Up to £10,000 any one claim.

We will not pay for any loss while the **home** is **unoccupied**.

Section 2 – Contents continued

<p>4. Increased water charges</p> <p>The proven cost of increased metered water charges resulting from an escape of water giving rise to an insured loss under this policy.</p>	<p>Up to £10,000 any one period of insurance.</p> <p>We will not pay:</p> <ul style="list-style-type: none"> • For any loss while the home is unoccupied • More than £10,000 in total if both buildings and contents are insured.
<p>5. Replacement locks</p> <p>The cost of replacing locks to external doors, safes and burglar alarms in your home following the loss or theft of your keys. In addition, in the event of your safe jamming or becoming inoperable from any cause, we will pay for the opening of the safe by a qualified locksmith.</p> <p>The policy excess will not apply to any claim made for this sub-section.</p>	
<p>6. New acquisitions</p> <p>For newly acquired items of contents, coverage is granted on the basis:</p> <ul style="list-style-type: none"> • You inform us within 60 days of the acquisition • You pay the additional premium we require • The items are under your direct care, custody and control whilst in transit to your home. 	<p>Up to an additional £30,000 or 25% of the contents sum insured whichever is the greater.</p>
<p>7. Seasonal increases/gifts</p> <p>The sum insured for contents is increased by up to £10,000 in respect of loss or damage to additional contents between one month before and one month after:</p> <ul style="list-style-type: none"> • A wedding, anniversary and birthday • A religious celebration. 	<p>Up to £10,000 any one claim but no more than £5,000 for any one item, pair or set.</p>
<p>8. Visitors' and non-resident domestic employees' possessions</p> <p>Cover in respect of visitors' and non-resident domestic staff's personal effects not insured elsewhere.</p>	<p>Up to £5,000 any one claim.</p> <p>We will not pay for:</p> <ul style="list-style-type: none"> • Loss or damage that has occurred away from the home • Loss or damage over £2,500 for any one item, pair or set.
<p>9. Money</p> <p>Cover for loss of money.</p>	<p>Up to £5,000 any one claim.</p> <p>We will not pay for:</p> <ul style="list-style-type: none"> • Money left in an unattended vehicle • Money in a hotel or other temporary accommodation unless locked in a safe or safety deposit box • Loss of value, confiscation or shortage due to your error or omission • Any losses not reported to the police within 24 hours of the discovery of the loss.

Section 2 – Contents continued

<p>10. Credit cards Cover for fraudulent or unauthorised use of your credit cards.</p>	<p>Up to £25,000 any one claim.</p> <p>We will not pay for:</p> <ul style="list-style-type: none"> • Any loss where you are in breach of the terms and conditions of use • Fraudulent activity by you or any person related to you • Any losses not reported to the police within 24 hours of the discovery of the loss • Any losses reimbursed to the card holder • Any losses insured elsewhere.
<p>11. Fatal injury If you suffer a physical injury as a direct result of:</p> <ul style="list-style-type: none"> • A fire or violence by burglars at your home • An assault in the United Kingdom that is not connected to any business or occupation <p>and you die from the injury within 12 months of the incident.</p>	<p>We will pay a benefit of £50,000 (or £5,000 for anyone under 16 years of age).</p> <p>We will not pay for injury or death of any domestic employees.</p>
<p>12. Contents in storage Contents but excluding valuables in any furniture depository or professional storage facility caused by fire, lightning, explosion, smoke, storm, flood, theft, attempted theft, collision, impact, civil disturbance, vandalism and/or malicious acts.</p>	<p>We will not pay for loss or damage to contents insured elsewhere.</p>
<p>13. Contents not usually kept in the home</p> <ol style="list-style-type: none"> 1. Whilst in any occupied home of standard construction owned or lived in by you but not covered by this insurance. 2. Contents belonging to your parents or grandparents whilst in any nursing or residential care home. 3. Your place of work. 	<p>Up to £25,000 any one claim but no greater than £2,500 any one item, pair or set in respect of valuables.</p> <p>We will not pay:</p> <ul style="list-style-type: none"> • Any claim for theft or attempted theft unless accompanied by forcible and violent means • For loss or damage to contents insured elsewhere.
<p>14. Contents while being professionally removed This section provides automatic cover for physical loss or damage to contents during the course of removal by professional removal contractors between your home and any new residence, including a second or holiday home within the United Kingdom.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> • Fine art and antiques, china, porcelain, glass or brittle articles not professionally and appropriately packed for transportation • Any transit outside of the United Kingdom without prior agreement • Any losses more specifically insured elsewhere • Valuables.
<p>15. Legal liability as tenant Cover in respect of your legal liability as tenant for loss or damage to the buildings.</p>	<p>Up to £1,000,000 any one claim.</p> <p>We will not pay for:</p> <ul style="list-style-type: none"> • Damage caused by fire, lightning or explosion (other than to landlord's fixtures and fittings), or subsidence, landslip or heave • Damage caused by the malicious intent of any person • Damage while the buildings are unoccupied • Damage to the buildings which is excluded under Section 1 of this insurance (whether in force or not) • The cost of maintenance and normal redecoration.

Section 2 – Contents continued

16. Marquee cover

We will insure a marquee and associated heating, lighting and furnishings that **you** temporarily hire and for which **you** are responsible, while it is at **your home** against physical loss or damage covered under Section 2 of this insurance.

Up to £30,000 any one claim.

We will not pay:

If there is any other more specific insurance in place.

If **you** fail to comply with the manufacturers or owners written instructions.

17. Freezer contents

The costs involved in replacing the contents of your freezer or refrigerator as a result of physical loss or damage covered under Section 2 of **your policy**. This cover is not subject to an **excess**.

Exclusions applying to Section 2

This insurance does not cover:

1. The cost of routine maintenance and decoration.
2. Contamination or pollution of any kind.
3. Misuse, faulty or defective materials and faulty or defective design, manufacture, specification or workmanship.
4. Loss or damage caused by demolition, alteration, construction, renovation, repair, restoration, application of heat or similar process.
5. Loss or damage caused by general wear and tear, mechanical or electrical faults or breakdown, rusting, corrosion, extremes of temperature or exposure to light or any damage that happens gradually.
6. Loss or damage caused by river or coastal erosion.
7. Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets.
8. Loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
9. Loss or damage caused by termites, woodworm, or wood-boring insects, infestation, moths, insects, vermin, wet or dry rot, damp, mould, fungus, or any dryness, dampness or contamination caused by atmospheric or temperature changes.
10. Loss or damage caused by any process of cleaning, dyeing, repair or renovation or while being worked on.
11. Loss or damage to any motorised vehicle, trailer or horsebox when used in circumstances where road traffic act legislation is applicable.
12. Loss or damage to quad bikes, ride-on lawnmowers, golf buggies, motor-cycles or **watercraft** whilst being ridden, sailed or driven.
13. Loss or damage to quad bikes, ride-on lawnmowers, golf buggies, motor-cycles or **watercraft** unless kept in a securely locked building when not being used.
14. Loss or damage to wine directly or indirectly caused by or resulting from substitution or mysterious disappearance, bankruptcy or any book-keeping failure of any wine storage facility, evaporation or natural loss of contents, inherent vice, cork-fly or climatic conditions.
15. Loss or damage to an item being transported unless it is adequately and appropriately packed and secured.
16. Losses caused by **you** not receiving goods or services **you** have paid for through any internet website.

Section 2 – Contents continued

What we the insurer will pay

If **your** claim for loss or damage is covered under Section 2 **we**, subject to the exclusions, limitations and conditions of the **policy**, will:

- At **our** option, repair or replace or pay **you** the cost of repairing or replacing any lost or damaged item, pair or set
- Pay no more than the current cost as new or the market value at the time of the loss, for **valuables** and **fine art and antiques**
- Pay reasonable and necessary costs incurred with **our** prior agreement for interior designers to assist in the repair or replacement of the interior furnishings, fixtures and fittings.

Provided that:

- Such services have been employed previously by **you** prior to any loss and there is evidence to support this
- The **sum insured** under this section reflects the additional costs of such services.

We will not pay:

- For any reduction in value of the property insured following repair or replacement paid for under this insurance other than where there has been a partial loss for **valuables** and **fine art and antiques** where **we** will pay the cost of restoration or repair plus any depreciation in value

Pairs and Sets

Following loss or damage to a pair, set or part of a larger unit **underwriters** will pay at their option, less any **excess** applying, whichever is the lesser: -

- a) the cost of repairing the damaged item to its condition immediately prior to the loss
- b) the cost to replace it
- c) the cost to make up the difference between the market value immediately before and after the loss.

We will not pay the cost of replacing or repairing any undamaged parts which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part. However, when repair is not possible or replacements cannot be matched, at **our** option **we** will either pay up to 50% toward the full cost of replacing the remaining and/or undamaged parts or, if at **our** request **you** send the remaining or undamaged portion or the part, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit less any **excess** applying.

Limit of settlement

We will not pay any more than the **sum insured** for **contents** stated on **your schedule** or up to any other limitation stated within the **policy**.

Excess

After arriving at a claims settlement **we** will deduct the applicable **excess**, as shown in **your schedule**, before paying **your** claim.

If **your** claim relates to an incident of loss or damage that falls for consideration under more than one section of this **policy** and **you** have chosen different sectional **excesses**, it is the highest applicable **excess** that will be deducted from the total settlement.

If a claim is more than £10,000 **we** will not take off any **excess** unless **you** have chosen a voluntary **excess** or we have applied a compulsory **excess**.

Index linking

The **contents sum insured** is increased monthly in line with the Retail Price Index. For **your** protection, if the index falls below zero **we** will not reduce the **sum insured**. No charge is made for index linking during the **period of insurance** but at renewal **your** premium will be calculated on the adjusted **sum insured**.

Section 3 – Fine art and antiques

The following cover applies only if **your schedule** shows that it is included.

The Cover

We will insure **you** for direct physical loss or damage to **fine art and antiques** in the **home**, or anywhere in the world while temporarily removed, for incidents occurring during the **period of insurance** but subject to the exclusions, limitations and conditions of the **policy**.

Any single item, pair or set valued at £25,000 or over for **fine art and antiques** must be individually **specified** by **you**, supported by inventories and/or purchase receipts and will be listed separately on **your schedule**.

We will also provide cover for:

Specific limits and cover limitations

1. Fine art and antiques in storage

Fine art and antiques in any furniture depository or professional storage facility caused by fire, lightning, explosion, smoke, storm, flood, theft, attempted theft, collision, impact, civil disturbance, vandalism and/or malicious acts.

We will not pay for:

- Loss or damage to any item, pair or set insured elsewhere.

2. Fine art and antiques not usually kept in the home

1. Whilst in any occupied home of **standard construction** owned or lived in by **you** but not covered by this insurance.
2. **Your** place of work.
3. **Fine art and antiques** belonging to **your** parents or grandparents whilst in any nursing or residential care home.

Up to £25,000 any one claim but no more than £10,000 any one item, pair or set.

We will not pay for:

- Loss or damage of any item, pair or set while kept at any boarding school, university, college, or any student accommodation
- Any claim for theft or attempted theft unless accompanied by forcible and violent means
- Loss or damage to **fine art and antiques** insured elsewhere.

3. Fine art and antiques while being professionally removed

This section provides automatic cover for loss or damage to **fine art and antiques** during the course of removal by professional removal contractors between **your home** and any new residence, including a second or holiday home within the United Kingdom.

We will not pay for:

- Items not professionally and appropriately packed for transportation
- Any transit outside of the United Kingdom without prior agreement
- Any losses more specifically insured elsewhere.

4. Temporary removal from bank or safe deposit

We will provide cover against physical loss or damage to **fine art and antiques** while temporarily removed from **your** bank or safe deposit for up to 15 days in any one **period of insurance**.

Up to an amount of £50,000 any one claim, and in all during the **period of insurance** unless a higher amount has been specifically agreed by **us** and an additional premium paid by **you**.

5. New acquisitions

For **fine art and antiques** in respect of newly acquired items.

Coverage is provided only if:

- **You** inform us within 60 days of the acquisition
- **You** pay the required additional premium
- The items are under **your** direct care, custody and control whilst in transit to **your home**.

Up to £50,000 any one claim. but not exceeding £25,000 any one item, pair or set.

Section 3 – Fine art and antiques continued

6. Seasonal increases/gifts

Up to a maximum of an additional £10,000 for physical loss or damage to gifts occurring between one month before and one month after:

- A wedding, anniversary and birthday
- A religious celebration.

Up to a maximum of £10,000 any one claim but no more than £5,000 any one item, pair or set.

7. Death of artist

We will increase the insured value of any individually **specified** painting listed in the **schedule** if the artist dies during the period of insurance.

Coverage is granted only on the basis that:

- This extension applies for the six months immediately following the death of that artist
- **You** can produce an independent professional valuation which is not more than three years old at the time of any loss or damage
- **You** must prove the increased value if **you** make a claim for that item.

Increases up to 200% of the insured value but not more than £100,000 for all item(s).

8. Defective title

We will pay **you** if, during the **period of insurance**, a person proves that **you** do not have good title to an individually **specified** item listed in the **schedule** and **you** are legally required to return it to its rightful owner.

Coverage is granted only on the basis that:

- The item was purchased by **you** during the period the item has been insured with **us**
- **You** made reasonable enquiries regarding the item's provenance before **you** purchased it
- The item was not inherited by **you** or given to **you**.

Up to the amount **you** paid for it or the **sum insured** shown in the **schedule** if this is less, but not exceeding £25,000 in all during the **period of insurance**.

What we the insurer will pay

In the event of loss or damage to the insured property **we** will, subject to the exclusions, limitations and conditions of the **policy**:

- At **our** option repair or replace or pay **you** the cost of repairing or replacing any lost or damaged item, pair or set
- Pay no more than the current cost as new or the market value at the time of the loss
- For partial losses pay the cost of restoration or repair plus any depreciation in value

Pairs and sets

Following loss or damage to a pair, set or part of a larger unit **underwriters** will pay at their option, less any **excess** applying, whichever is the lesser: -

- a) the cost of repairing the damaged item to its condition immediately prior to the loss
- b) the cost to replace it
- c) the cost to make up the difference between the market value immediately before and after the loss

We will not pay the cost of replacing or repairing any undamaged parts which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part. However, when repair is not possible or replacements cannot be matched, at **our** option **we** will either pay up to 50% toward the full cost of replacing the remaining and/or undamaged parts or, if at **our** request **you** send the remaining or undamaged portion or the part, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit less any **excess** applying.

Limit of settlement**Specified items**

We will pay up to the **specified** value shown on **your schedule** but no higher than any limitation stated under Section 3 of **your policy** for each item, pair or set.

Unspecified items

The most **we** will pay in total for any **unspecified items** is the **sum insured** for **unspecified fine art and antiques** shown on **your schedule**, but no higher than any limitation stated under Section 3 of **your policy**.

The most **we** will pay for any individual **unspecified item**, pair or set is £25,000.

Section 3 – Fine art and antiques continued

Excess

After arriving at a claims settlement **we** will deduct the applicable **excess**, as shown in **your schedule**, before paying **your** claim.

If **your** claim relates to an incident of loss or damage that falls for consideration under more than one section of this **policy** and **you** have chosen different sectional **excesses**, it is the highest applicable **excess** that will be deducted from the total settlement.

If a claim is more than £10,000 **we** will not take off any **excess** unless **you** have chosen a voluntary **excess** or **we** have applied a compulsory **excess**.

Exclusions applying to Section 3

This insurance does not cover:

1. The cost of routine maintenance.
2. Contamination or pollution of any kind.
3. Misuse, faulty or defective materials and faulty or defective design, manufacture, specification or workmanship.
4. Loss or damage caused by general wear and tear, mechanical or electrical faults or breakdown, rusting, corrosion, extremes of temperature or exposure to light or any damage that happens gradually.
5. Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets.
6. Loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
7. Loss or damage caused by termites, woodworm, or wood-boring insects, infestation, moths, insects, vermin, wet or dry rot, damp, mould, fungus, or any dryness, dampness or contamination caused by atmospheric or temperature changes.
8. Loss or damage caused by any process of cleaning, dyeing, repair or renovation or while being worked on.
9. Loss or damage to an item being transported unless it is adequately and appropriately packed and secured.
10. Losses caused by **you** not receiving goods or services **you** have paid for through any internet website.

Section 4 – Valuables

The following cover applies only if **your schedule** shows that it is included.

The Cover

We will insure **you** for direct physical loss or damage to **valuables** in the **home** or anywhere in the world while temporarily removed, for incidents occurring during the **period of insurance** but subject to the exclusions, limitations and conditions of the **policy**.

Any single item, pair or set valued at £10,000 or over for **valuables** must be individually **specified** by **you** and supported by valuations and/or purchase receipts and will be listed separately on **your schedule**.

We will also provide cover for:

Specific limits and cover limitations

1. Temporary removal from bank or safe deposit

We will provide cover against physical loss or damage to **valuables** while temporarily removed from **your** bank or safe deposit for up to 15 days in any one **period of insurance**.

Up to an amount of £25,000 any one claim, and in all during the **period of insurance** unless a higher amount has been specifically agreed by **us** and an additional premium paid by **you**.

2. New acquisitions

For **valuables** in respect of newly acquired items.

Coverage is provided only if:

- **You** inform us within 60 days of the acquisition
- **You** pay the required additional premium
- The items are under **your** direct care, custody and control whilst in transit to **your home**.

Up to £ 30,000 any one claim but not exceeding £10,000 for any one item, pair or set.

3. Seasonal increases/gifts

Up to a maximum of an additional £10,000 for physical loss or damage to gifts occurring between one month before and one month after:

- A wedding, anniversary and birthday
- A religious celebration.

Up to a maximum of £25,000 any one claim but no more than £10,000 any one item, pair or set.

What we the insurer will pay

In the event of loss or damage to the insured property **we** will, subject to the exclusions, limitations and conditions of the **policy**:

- At **our** option repair or replace or pay **you** the cost of repairing or replacing any lost or damaged item, pair or set
- Pay no more than the current cost as new or the market value at the time of the loss
- For partial losses pay the cost of restoration or repair plus any depreciation in value.

Pairs and sets

Following loss or damage to a pair, set or part of a larger unit **underwriters** will pay at their option, less any **excess** applying, whichever is the lesser: -

- a) the cost of repairing the damaged item to its condition immediately prior to the loss
- b) the cost to replace it
- c) the cost to make up the difference between the market value immediately before and after the loss.

We will not pay the cost of replacing or repairing any undamaged parts which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part. However, when repair is not possible or replacements cannot be matched, at **our** option **we** will either pay up to 50% toward the full cost of replacing the remaining and/or undamaged parts or, if at **our** request **you** send the remaining or undamaged portion or the part, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit less any **excess** applying.

Section 4 – Valuables continued

Limit of settlement

Specified items

We will pay up to the **specified** value shown on **your schedule** but no higher than any limitation stated under Section 4 of **your policy** for each item, pair or set.

Unspecified items

The most **we** will pay in total for any **unspecified items** is the **sum insured** for **valuables** shown on **your schedule**, but no higher than any limitation stated under Section 4 of **your policy**.

The most **we** will pay for any individual **unspecified item**, pair or set is £10,000.

Excess

After arriving at a claims settlement **we** will deduct the applicable **excess**, as shown in **your schedule**, before paying **your** claim.

If **your** claim relates to an incident of loss or damage that falls for consideration under more than one section of this **policy** and **you** have chosen different sectional **excesses**, it is the highest applicable **excess** that will be deducted from the total settlement.

If a claim is more than £10,000 **we** will not take off any **excess** unless **you** have chosen a voluntary **excess** or **we** have applied a compulsory **excess**.

Exclusions applying to Section 4

This insurance does not cover:

1. The cost of routine maintenance.
2. Contamination or pollution of any kind.
3. Misuse, faulty or defective materials and faulty or defective design, manufacture, specification or workmanship.
4. Loss or damage caused by general wear and tear, mechanical or electrical faults or breakdown, rusting, corrosion, extremes of temperature or exposure to light or damage which happens gradually.
5. Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets.
6. Loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
7. Loss or damage caused by infestation, moths, insects, vermin, wet or dry rot, damp, mould, fungus, or any dryness, dampness or contamination caused by atmospheric or temperature changes.
8. Loss or damage caused by any process of cleaning, dyeing, repair or renovation or while being worked on.
9. Loss or damage to an item being transported unless it is adequately and appropriately packed and secured.
10. Losses caused by **you** not receiving goods or services **you** have paid for through any internet website.

Section 5 – Legal liability to the public

- If the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered in A below
- If the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under A and B below
- If the **buildings and contents** are insured, **your** legal liability as owner or occupier is covered under A and B below

Specific limits and cover limitations

Cover is provided for **your** legal liability:

A As owner or occupier for any amounts **you** become legally liable to pay as damages for bodily injury or damage to property caused by an accident happening at the **home** or within its boundaries during the **period of insurance**.

or

B As a private individual for any amounts **you** become legally liable to pay as damages for bodily injury or damage to property caused by an accident happening anywhere in the world during the **period of insurance**.

Any amount in excess of £5,000,000 any one accident or series of accidents arising out of any one event plus the costs and expenses incurred by **you** with **our** written consent.

Any amount in excess of £5,000,000 in any one **period of insurance** in respect of contamination or pollution of any kind.

Additional coverage

Defective premises

Any amount **you** become legally liable to pay under the duty of care **you** remain liable for under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** which has been disposed of by **you** and which prior to such disposal was occupied for private residential purposes by **you**.

Excluding:

- Any legal liability where **you** are entitled to cover under any other insurance
- Any claim for the cost of repairing any fault or alleged fault
- Any amount in excess of £5,000,000 in any one **period of insurance**.

Unrecovered damages

Cover is provided for sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made. This coverage applies provided that:

- Part B of this section would have paid **you** had the award been made against **you** rather than to **you**
- There is no appeal pending
- **You** agree to allow **us** to enforce any rights which **we** shall become entitled to upon making payment
- **You** agree to repay to **us** any such damages and taxed costs subsequently paid directly to **you**.

Excluding:

- Any amount in excess of £5,000,000 in any one **period of insurance**.

Section 5 – Legal liability to the public continued

Exclusions to Section 5 – Legal liability to the public

The following exclusions apply to the entirety of Section 5.

Section 5 does not cover **you** against any liability:

1. For damage to property belonging to **you** or in **your** care, or in the care, custody or control of any person in **your** service.
2. Which **you** have assumed under a contract.
3. Arising out of advice given, services rendered or any activity in respect of any profession, occupation or business.
4. For bodily injury to **you** or to any person who at the time of sustaining such injury is in **your** service.
5. For bodily injury arising directly or indirectly from any communicable disease or condition.
6. Arising out of the ownership, occupation, possession or use of land or building not situated within the **home**.
7. If **you** are entitled to cover under any other insurance until such insurance is exhausted.
8. In Canada or the USA after the total period of stay in either or both countries has exceeded 60 days in any one **period of insurance**.
9. Arising out of any criminal or violent act to another person or their property.
10. Arising out of the ownership, possession or operation of:
 - a) Any mechanically propelled or horse-drawn vehicle other than a domestic gardening machine operated within **your home** or its boundaries and pedestrian-controlled domestic gardening machines operated elsewhere
 - b) Any motorised wheelchair while being used on a public highway
 - c) Any power-operated lift other than those designed for and used by the disabled or infirm.
 - d) Any aircraft or watercraft other than **watercraft** as defined herein
 - e) Any animal other than horses, cats or dogs provided such dogs are not designated dangerous under the terms of the Dangerous Dogs Act 1991.
11. Arising out of any goods sold or supplied for any purpose or following any activity by **you** or **your** employees.
12. In respect of any kind of pollution and/or contamination other than:
 - a) Arising directly from an identifiable single, sudden, unintended and unexpected event occurring at the **home** named in the **schedule** during the **period of insurance**; and
 - b) Reported to **us** upon discovery not later than 30 days from the end of the **period of insurance**;

in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

At all times this section will be subject to the terms, conditions, exclusions and **endorsements** of the **policy**.

Section 6 – Legal liability to domestic employees

This section applies only if the **contents** are insured under Section 2.

The Cover

This section provides coverage against **your** legal liability in respect of each event plus costs and expenses incurred by **you** with **our** written consent for damages in respect of accidental bodily injury occurring during the **period of insurance** anywhere in the world to any **domestic employee** employed by **you** in connection with the **home** named in the **schedule**. The accident must arise from the work they are employed to carry out for **you** in the **United Kingdom** or while on temporary trips abroad from the **United Kingdom**.

Specific limits and cover limitations

The maximum **we** will pay in respect of each event shall not exceed £10,000,000.

Exclusions to Section 6

We will not cover **you** for bodily injury arising directly or indirectly:

1. From any vehicle which is being used for racing, pace-making or speed-testing or any vehicle in Canada or the USA.
2. From any mechanically-propelled vehicle (except domestic gardening equipment).
3. From any aircraft or watercraft other than **watercraft** as defined herein.
4. From any communicable disease or condition.
5. In Canada or the USA after the total period of stay in either or both countries has exceeded 60 days in any one **period of insurance**.
6. From any dog designated dangerous under the terms of the Dangerous Dogs Act 1991.
7. From demolition, alterations, extensions or renovations to any part of **your home**.

At all times this section will be subject to the terms, conditions, exclusions and **endorsements** of the **policy**.

Section 7 – Family legal costs and identity fraud protection insurance

Family legal costs and identity fraud protection provides:

- Assistance helplines including 24/7 legal and tax advice
- Total legal – Discounted legal services and online document templates
- Insurance for legal costs for certain types of disputes

Assistance helpline and legal services

Legal and Tax Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household, occurring under this policy and within the United Kingdom, the Channel Islands or the Isle of Man.

Simply telephone **0344 770 1040** and quote '**Beazley**'

For **our** joint protection telephone calls may be recorded and/or monitored.

Lifestyle Counselling Helpline

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **you** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **your** general wellbeing.

Counsellors and information specialists are also trained to help **you** with practical problems like debt.

You can access the lifestyle counselling helpline on **0344 770 1036**.

Additional Legal Services

In this package **our** aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal costs in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:-

- Legal costs arising from the sale or purchase of the home and re-mortgaging
- Divorce and child custody issues
- Wills and probate

To help **you** deal with these and other matters which may arise **we** are able to give **you** access to discounted legal services provided by **us** in partnership with **our** panel solicitors. **Our** panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If **you** would like to make use of the service please contact the number above for an initial telephone consultation which will be provided at no cost to **you**. **Our** panel solicitors will give **you** a quotation for the likely cost of their representation and it will then be **your** decision whether **you** appoint them to act for **you**.

Arc Legal Document Service

As an addition to **your** Legal Expenses cover, **you** have access to **our** legal document service.

This will provide **you** with:

- Access to a range of legal document templates
- A step by step walk through to assist **you** in completing the documents

The service can be accessed by visiting www.arclegal.co.uk/legaldocuments/ where **you** can register **your** details using the voucher code: BEAZLEY

Section 7 – Family legal costs and identity fraud protection insurance continued

Terms Of Cover

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf **we** act.

If a claim is accepted under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and **you** want to use a legal representative of **your** own choice, **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**.

The insurance covers **costs** as detailed under the separate sections of cover, less any **excess** up to the **maximum amount payable** where:-

a) The **insured incident** takes place in the **insured period** and within the **territorial limits**

and

b) The **legal action** takes place within the **territorial limits**.

This insurance does not provide cover where something **you** do or fail to do prejudices **your** position or the position of the **insurer** in connection with the **legal action**.

Definitions

Where the following words appear in bold they have these special meanings. The definitions contained here should be read in conjunction with those that apply to the whole policy. For the purposes of this section of the policy, if a term is defined in this section and elsewhere in the policy, the definition in this section will be used.

Adviser	Our specialist panel solicitors or accountants or their agents appointed by us to act for you , or, and subject to our agreement, where it is necessary to start court proceedings or a conflict of interest arises, another legal representative nominated by you .
Advisers' costs	Legal or accountancy fees and disbursements incurred by the adviser .
Adverse costs	Third party legal costs awarded against you which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.
Attendance expenses	Means the actual loss of earnings of any employee , or other officer of your's for the period they are absent from work to attend at any court or tribunal hearing either:- <ul style="list-style-type: none"> a) As a witness on your behalf and at the request of the adviser in respect of a matter involving a valid claim under this insurance. b) As a party to the proceedings and at the request of the adviser in respect of a matter involving a valid claim under this insurance. c) While attending jury service. For each half or full day of such attendance and shall be calculated on the basis that: <ul style="list-style-type: none"> i.) The period of absence from work shall be calculated to the nearest half day, taking an eight hour day to be a whole day for this purpose and the maximum period for which a claim can be made in respect of any one day. ii.) The maximum payable in respect of one eight hour period shall be £100 per person.
Costs	Standard advisers' costs and adverse costs .
Conflict of interest	Situations where we administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Contract of employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
Domestic employee	A person who is employed to carry out domestic duties in your household.

Section 7 – Family legal costs and identity fraud protection insurance continued

Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment .
Excess	The amount that you must pay towards the cost of any claim as stated below:- Property infringement section: £200 All other sections: Nil The excess shall be paid to and at the request of the adviser .
HM Revenue and Customs full enquiry	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of your PAYE income or gains.
Identity fraud	A person or group of persons knowingly using a means of identification belonging to you without your knowledge or permission with intent to commit or assist another to commit an illegal act.
Insured incident	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time. In a claim arising from identity fraud the insured incident is a single act or the start of a series of single acts against you by one person or group of people. In a claim arising from an HM Revenue and Customs full enquiry , the insured incident shall be deemed to be the date HM Revenue and Customs issue a formal notice to you notifying of a full enquiry into your non-business affairs.
Insured period	One year from the inception or renewal date shown on your insurance schedule.
Insured property	The property or properties shown in the insurance schedule and declared to insurers .
Insurer	Inter Partner Assistance SA, a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
Legal action(s)	<ul style="list-style-type: none"> • The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance • The defence of criminal prosecutions to do with your employment • The defence of motor prosecutions
Maximum amount payable	The maximum payable in respect of an insured incident is -stated below: Jury service: £5,000 Identity fraud: £15,000 All other sections: £100,000
Standard advisers' costs	The level of advisers' costs that would normally be incurred in using a specialist panel solicitor or their agents.
Territorial limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
We/us/our	Arc Legal Assistance Limited.
You/your/yourself	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to us by your insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to your family members resident with you . If you die your personal representatives will be covered to pursue or defend cases covered by this insurance on your behalf that arose prior to or out of your death.

Section 7 – Family legal costs and identity fraud protection insurance continued

Cover

Consumer Pursuit

What is insured

Costs to pursue a **legal action** following a breach of a contract **you** have for buying or renting goods or services for **your** private use. The contract must have been made after **you** first purchased this insurance unless You have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.

What is not insured:-

Claims

- a) Where the amount in dispute is below £250 plus VAT
- b) Where the breach of contract occurred before **you** purchased this insurance
- c) Involving a vehicle owned by **you** or which **you** are legally responsible for
- d) Arising from a dispute with any government, public or local authority
- e) Arising from the purchase or sale of the **insured property**
- f) Relating to a lease tenancy or licence to use property or land
- g) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- h) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- i) Directly or indirectly arising from planning law
- j) Directly or indirectly arising from constructing buildings or altering their structure for **your** use.

Consumer Defence

What is insured

Costs to defend a **legal action** brought against **you** following a breach of a contract **you** have for selling **your** own personal goods. The contract must have been made after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.

What is not insured:-

Claims

- a) Where the amount in dispute is below £250 plus VAT
- b) Where the breach of contract occurred before **you** purchased this insurance
- c) Involving a vehicle owned by **you** or which **you** are legally responsible for
- d) Arising from a dispute with any government, public or local authority
- e) Arising from the sale or purchase of the **insured property**
- f) Relating to a lease tenancy or licence to use property or land.

Personal Injury

What is insured

Costs to pursue a **legal action** following an accident resulting in **your** personal injury or death against the person or organisation directly responsible.

Section 7 – Family legal costs and identity fraud protection insurance continued

What is not insured:-

Claims

- a) Arising from medical or clinical treatment, advice, assistance or care
- b) Arising from stress, psychological or emotional injury
- c) Arising from illness, personal injury or death caused gradually and not caused by a specific sudden event
- d) Involving a vehicle owned or driven by **you**.

Clinical Negligence

What is insured

Costs to pursue a **legal action** for damages following clinical negligence resulting in **your** personal injury or death against the person or organisation directly responsible.

What is not insured:-

Claims for stress, psychological or emotional injury unless it arises from **you** suffering physical injury.

Employment Disputes

What is insured

Standard advisers' costs to pursue a **legal action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of **your contract of employment** as an **employee**.

What is not insured:-

Claims

- a) Where the breach of contract occurred within the first 90 days after **you** first purchased this insurance unless **you** have held equivalent cover with **us** or another insurer continuously for a period of at least 90 days leading up to when the breach of contract first occurred
- b) For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)
- c) For **standard advisers' costs** of any disciplinary investigatory or grievance procedure connected with **your contract of employment** or the costs associated with any settlement agreement
- d) Where the breach of contract is alleged to have commenced or to have continued after termination of **your** employment
- e) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.

Property Infringement

What is insured:-

Costs to pursue a **legal action** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **insured property**.

What is not insured:-

Claims

- a) Where the nuisance or trespass started within the first 180 days after You first purchased this insurance unless **you** have held equivalent cover with **us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- c) For adverse possession
- d) In respect of a contract **you** have entered into
- e) Directly or indirectly arising from planning law

Section 7 – Family legal costs and identity fraud protection insurance continued

- f) Directly or indirectly arising from constructing buildings or altering their structure for **your** use
- g) Directly or indirectly arising from:
 - i.) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
 - ii.) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
 - iii.) Land slip meaning downward movement of sloping ground
 - iv.) Mining or quarrying.

Property Damage

What is insured

Costs to pursue a **legal action** for damages against a person or organisation that causes physical damage to the **insured property**. The damage must have been caused after **you** first purchased this insurance.

What is not insured:-

Claims

- a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- b) In respect of a contract **you** have entered into
- c) Directly or indirectly arising from planning law
- d) Directly or indirectly arising from constructing buildings or altering their structure for **your** use
- e) Directly or indirectly arising from:
 - i.) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
 - ii.) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
 - iii.) Land slip meaning downward movement of sloping ground
 - iv.) Mining or quarrying.

Property Sale and Purchase

What is insured

Costs to pursue or defend a **legal action** arising from a breach of a contract for the sale or purchase of the **insured property**. The purchase or sale must have commenced at least 180 days after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.

What is not insured:-

Claims

- a) Where **you** have purchased this insurance after the date **you** completed the sale or purchase of the **insured property**
- b) Where the amount in dispute is less than £250 plus VAT
- c) Directly or indirectly arising from planning law
- d) Directly or indirectly arising from constructing buildings or altering their structure for **your** use.

Motor Prosecution Defence

What is insured

Standard advisers' costs to defend a **legal action** in respect of a motoring offence, arising from **your** use of a vehicle. Pleas in mitigation are covered where there is a more than 50% prospect of such plea materially affecting the likely outcome.

Section 7 – Family legal costs and identity fraud protection insurance continued

What is not insured:-

Claims

- a) For alleged road traffic offences where **you** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non prescribed drugs
- b) For **standard advisers' costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- c) For parking offences which cannot lead to penalty points on **your** licence
- d) For **standard advisers' costs** incurred in excess of any costs **you** are able to recover under a Defendants Costs Order

Tax

What is insured

Standard advisers' costs incurred by an Accountant if **you** are subject to an **HM Revenue and Customs full enquiry** into **your** personal Income Tax position.

This cover applies only if you have:-

- a) Maintained proper, complete, truthful and up to date records
- b) Made all returns at the due time without having to pay any penalty
- c) Provided all information that the HM Revenue and Customs reasonably requires.

What is not insured:-

Claims

- a) Where:
 - i) Deliberate misstatements or omissions have been made, to the authorities
 - ii) Income has been under-declared because of false representations or statements by **you**
 - iii) **You** are subject to an allegation of fraud
- b) For **standard advisers' costs** for any amendment after the tax return has initially been submitted to the HM Revenue and Customs
- c) For enquiries into aspects of **your** Tax Return (Aspect Enquiries).

Personal Identity Fraud

What is insured

Costs arising from identity fraud:-

- a) To defend **your** legal rights and/or take steps to remove County Court Judgments against **you** that have been obtained by an organisation from which **you** are alleged to have purchased, hired or leased goods or services. Cover is only available if **you** deny having entered in to the contract and allege that **you** have been the victim of **identity fraud**
- b) To deal with all organisations that have been fraudulently applied to for credit, goods or services in **your** name or which are seeking monies or have sought monies from **you** as a result of **identity fraud**
- c) In order to liaise with credit referencing agencies and all other relevant organisations on **your** behalf to advise that **you** have been the victim of **identity fraud**

What is not insured:-

Claims

- a) Where **you** have not been the victim of **identity fraud**
- b) Where **you** did not take action to prevent **yourself** from further instances of **identity fraud** following an **insured incident**
- c) Where the **identity fraud** has been carried out by somebody living with **you**
- d) For **costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.

You must agree to be added to the CIFAS Protection Register if **we** recommend it.

Section 7 – Family legal costs and identity fraud protection insurance continued

Jury Service

What is insured

Your attendance expenses for jury service.

Legal Defence

What is insured

- a) **Costs** in a **legal action** to defend **your** legal rights in the following circumstances arising out of **your** work as an **employee**:
 - i.) Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
 - ii.) In a prosecution brought against **you** in a court of criminal jurisdiction
 - iii.) In a civil action brought against **you** for compensation under section 13 of the Data Protection Act 1998
 - iv.) In civil proceedings brought against **you** under legislation for unlawful discrimination.
- b) **Costs** in a **legal action** to defend **your** legal rights arising out of a formal investigation or disciplinary hearing brought against **you** by any trade association or professional or regulatory body.
- c) **Costs** to defend a **legal action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against **you** by a **domestic employee** alleging unfair dismissal.

What is not insured:-

Claims

- a) For alleged road traffic offences where **you** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non prescribed drugs
- b) For **costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- c) For parking offences which cannot lead to penalty points on **your** licence
- d) Following an allegation of violence or dishonesty
- e) For **standard advisers' costs** incurred in excess of any costs **you** are able to recover under a Defendants Costs Order
- f) For **costs** to defend a **legal action** brought against **you** by a **domestic employee** alleging unfair dismissal if **you** have not sought and followed the advice of the Legal Helpline as to the procedure to be adopted. See the Customer Services Information – How to Make a Claim section for further details on the authorisation required from the Legal Helpline.

General Exclusions

1. There is no cover where:-
 - a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
 - b) An estimate of **advisers' costs** of acting for **you** is more than the amount in dispute
 - c) **advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval.
2. There is no cover for:-
 - a) Claims over loss or damage where that loss or damage is insured under any other insurance
 - b) Claims made by or against **your** insurance advisor, the **insurer**, the **adviser** or **us**
 - c) Any claim **You** make which is false or fraudulent or exaggerated
 - d) Defending **legal actions** arising from anything **you** did deliberately or recklessly
 - e) Costs if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims.
3. There is no cover for any claim directly or indirectly arising from:-
 - a) A dispute between **you** and someone **you** live with or have lived with
 - b) **Your** business trade or profession other than as an **employee**

Section 7 – Family legal costs and identity fraud protection insurance continued

- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases.

4. Contracts (Rights of Third Parties) Act 1999

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

Conditions

1. Claims

- a) **You** must notify claims as soon as reasonably possible once **you** become aware of the incident and within no more than 180 days of **you** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced. For claims relating to **identity fraud**, these must be reported within 45 days of **you** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the legal proceedings.
 - i.) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **conflict of interest** arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.
- c) The **adviser** will:-
 - i.) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii.) Keep **us** fully advised of all developments and provide such information as **we** may require.
 - iii.) Keep **us** advised of **advisers' costs** incurred.
 - iv.) Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **we** agree in **our** absolute discretion to allow the case to proceed.
 - v.) Submit bills for assessment or certification by the appropriate body if requested by **us**.
 - vi.) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.
- e) The **insurer** shall only be liable for **advisers' costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **adviser** and **us**.
- g) **You** are responsible for all legal costs and expenses including adverse costs if **you** withdraw from the legal proceedings without **our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.
- h) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

2. Prospects of success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **your** interests.

Section 7 – Family legal costs and identity fraud protection insurance continued

3. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

4. Cancellation

This cover is provided automatically as part of **your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **your** main insurance contract please contact **your** insurance advisor.

We may cancel the insurance by giving 14 days' notice in writing to **you** at the address shown on the schedule, or alternative address provided by **you**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **you** behaving inappropriately, for example:

- Where **we** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **our** staff or suppliers

5. Disputes

Subject to **your** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **you** and **us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

6. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

Section 7 – Family legal costs and identity fraud protection insurance continued

Customer services information

How to make a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the Legal Helpline.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively they will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

Legal Defence

In order to be covered for **costs** to defend a **legal action** brought against **you** by a **domestic employee** alleging unfair dismissal, **you** must follow the advice of the Legal Helpline as to the procedure to be adopted and have received specific authorisation from the Legal Helpline:

1. Before carrying out any disciplinary procedure or action
2. Before the dismissal of a **domestic employee**
3. Before implementing a redundancy programme and before making a **domestic employee** redundant
4. On formal or informal notification of a grievance by a **domestic employee** or of a complaint of sexual, racial, religious or disability discrimination or discrimination on the grounds of sexual orientation or age
5. Before making any adverse variation of the terms of conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in a **domestic employee's** remuneration)
6. On becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following a **domestic employee** walking out with or without notice.

Data Protection Act

Your details and details of **your** insurance cover and claims will be held by **us** and or the **insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Customer Service

Our aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway.

If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **you** will receive a final response. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **you** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **us** or before **we** have investigated the complaint if both parties agree.

Our contact details are:-

Arc Legal Assistance Ltd
 PO Box 8921
 Colchester
 CO4 5YD
 Tel: 01206 615000
 Email: customerservice@arclegal.co.uk

Section 7 – Family legal costs and identity fraud protection insurance continued

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 08000 234 567

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

Website: www.financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** or the **insurer** cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Registered No: FC008998

Section 8 – Domestic emergency insurance

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA Financial Conduct Authority Register number is 202664.

You can check this on the Financial Conduct Authority's Register by visiting the website www.fca.org.uk/register

AXA Assistance (UK) Ltd provides the services and benefits described in this certificate during the **period of insurance** for which **you** have paid the premium.

Definitions

Approved contractor:	A tradesperson authorised in advance by AXA Assistance (UK) Ltd to carry out repairs.
Emergency:	The result of a sudden and unforeseen incident at the property which immediately: <ol style="list-style-type: none"> 1. Exposes the insured or a third party to a risk to their health; or 2. Creates a risk of loss of or damage to the property and/or any of your belongings; or 3. Renders the property uninhabitable. <p>This definition shall include damage to or breakdown of the essential services to the property and/or permanent and irreplaceable loss of all keys required to gain access to the property, but not outbuildings</p>
Essential services:	Mains drainage to the boundary of the property , water, electricity and gas within the property and the main source of heating where no alternative exists and the service is immediately necessary to prevent an emergency .
Emergency repairs:	Work undertaken by an authorised contractor to resolve the emergency by completing a temporary repair .
Insured/you/your:	The policyholder and/or any member of the policyholder's family normally living at the property .
We/us/our:	Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and/or its service provider AXA Assistance (UK) Limited, of the same address. AXA Assistance (UK) Limited will arrange for you to receive the home emergency services described in this policy using approved contractors . We also includes Beazley in the Data Protection Act.
Period of insurance:	From the commencement date (the date your application is accepted by us) for the period for which the premium has been paid.
Permanent repair:	Repairs and/or work required to put right the fault which caused the emergency on a permanent basis.
Property:	The property or properties shown in the insurance schedule and declared to insurers, showing private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom.
Temporary repair:	The repair that will resolve the emergency but may need to be replaced by a permanent repair .
Vermis:	Brown or black rats, house or field mice, wasps and hornets nests.
United Kingdom:	United Kingdom of Great Britain and Northern Ireland, including the Isle of Man and the Channel Islands.

How to make a claim

To obtain emergency assistance, contact the 24-hour emergency helpline on: **0333 999 3557**.

You should have the following information available upon request:

- **Your** name and home postcode, **your** policy number and an indication as to the nature of the problem
- Please advise the helpline that **you** are a Beazley policyholder and the name of **your broker** and/or the name of the company that is administering **your policy** (details can be found on **your schedule**).

Section 8 – Domestic emergency insurance continued

Data protection act

Please read the paragraphs below, which define how **we** use information about **you** for the purpose of providing **you** with insurance services and additional products and services.

We appreciate the importance of the protection, confidentiality and security of **your** information.

Personal information

By purchasing **our** products and services, **you** agree that **we** may:

- a) disclose and use information about **you** and **your** insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service **your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- b) monitor and/or record **your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c) undertake all of the above within and outside the United Kingdom and the European Union. This includes processing **your** information in other countries in which data protection laws are not as comprehensive as in the European Union. However, **we** have taken appropriate steps to ensure the same (or equivalent) level of protection for your information in other countries, as there is in the European Union.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, please write to **us** at :

Data Protection Officer
The Quadrangle
106-118 Station Road
Redhill RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **you** is only held for so long as it is appropriate for the above.

What is covered

Emergency incidents that will be covered by this policy are:

- Plumbing problems related to leaking pipes, blocked drains or leaking radiators
- Blockages in toilet waste pipes
- Sudden and unforeseen roofing problems, such as leaks or tiles blown off during a storm or bad weather
- Broken or damaged windows and doors presenting a security risk to the **property**
- Gas or electricity failure within the **property**
- Central heating or boiler failure
- Hot water failure
- **Vermin** inside the **property**.

Domestic emergency

1. If **you** suffer an **emergency** at **your property** **you** should tell **us** on the **emergency** telephone number stated under 'How to make a claim'. **We** will then:
 - a) Advise **you** how to protect yourself and the **property** immediately.
 - b) Organise and pay up to £1,000 including VAT, call out, labour, parts and materials to carry out an **emergency repair** or, if at a similar expense, a **permanent repair**.
2. In the event of the **property** becoming uninhabitable and remaining so overnight, **we** will, subject to **your** prior agreement with ourselves, pay up to £100 including VAT in total for:
 - a) **Your** overnight accommodation and/or
 - b) Transport to such accommodation.

What is not covered

There are conditions and exclusions, shown below, which limit **your** cover. Please read them carefully to ensure this certificate meets **your** needs. **We** do not wish **you** to discover after an incident has occurred that it is not insured.

This insurance is not a household buildings or contents policy or an equipment maintenance contract. It complements **your** household insurance policies, providing benefits and services which are not normally available under such policies. **We** therefore recommend that **you** have a building insurance policy covering **your property** and a contents insurance policy covering **your** possessions.

Section 8 – Domestic emergency insurance continued

Exclusions

The following are excluded from the insurance:

- a) Any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of boilers, cylinders, tanks, radiators and sanitary ware.
- b) Burst or leaking flexible hoses which can be isolated or leaking washing appliances.
- c) External water supply pipes.
- d) Failure of the boiler or the heating occurring in the months May to August inclusive.
- e) Failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding 12 months.
- f) Boilers over 15 years old.
- g) Replacement of light bulbs and fuses in plugs.
- h) Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.
- i) Loss of keys for outbuildings, garages and sheds.
- j) **Vermin** outside the main dwelling e.g. in garages and other outbuildings.
- k) Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.
- l) Damage to boundary walls, hedges, fences or gates.
- m) LPG-fuelled, oil-fired, warm air, solar and un-vented heating systems or boilers with an output over 60 kw/hr.
- n) Electricity supply to, or failure of, burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.
- o) Septic tanks.

We will not be liable for any of the following:

- a) Loss or damage arising from circumstances known to **you** prior to the start date of this insurance.
- b) The cost of replacement parts due to natural wear and tear or any consequential loss or damage arising as a result of the **emergency**
- c) Loss or damage however caused to personal items, such as paintings, electrical goods, jewellery, clothing, etc.
- d) Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the Utility Company concerned or any equipment or services which are the responsibility or property of the Utility Company.
- e) Any cost relating to the attempted repair by **you** or **your** own contractor.
- f) Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
- g) Any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days.
- h) Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion.
- i) Any loss or damage arising as a consequence of:
 - i) war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance and/or
 - ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
- j) Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of, the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.

Complaints procedure

We will always aim to do **our** best. However there may be times when **you** are not happy with **our** services.

If **you** have a complaint about **our** service, **you** can write to **our** Customer Relations Manager at:

Customer Relations – Home Emergency
 Inter Partner Assistance SA
 The Quadrangle, 106-118 Station Road
 Redhill, Surrey,
 RH1 1PR
 UK

or **you** can phone us on: **0330 123 3548** or **you** can email us at: homeemergencycomplaints@axa-assistance.co.uk

Section 8 – Domestic emergency insurance continued

We will deal with **your** dissatisfaction as soon as **we** can and try to reach an amicable resolution.

If **we** are unable to reach a resolution within 8 weeks or if **you** are not happy with **our** resolution, **you** may have the right to refer the matter to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service
Exchange Tower, London E14 9SR.

Telephone: 0800 023 4567

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

Website: www.financial-ombudsman.org.uk

Following the complaints procedure does not affect **your** legal rights.

Law and jurisdiction applicable to the insurance

The parties are free to choose the law applicable to this insurance contract. However, unless specifically agreed to the contrary, this insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England.

This certificate represents the entire agreement of the parties on the matters in question.

General conditions

- i) No costs for repairs are payable under this insurance unless **we** have been notified by **you** or a person calling on **your** behalf through the 24-hour claims service telephone number provided and have authorised an **approved contractor** in advance.
- ii) **You** must quote **your** policy number when calling for help. **You** must produce the relevant identification on the demand of the contractor or **our** other nominated agent.
- iii) If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of any claim.
- iv) This insurance does not cover normal day to day maintenance at **your property** that **you** should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like-for-like basis where the replacement is necessary to resolve the immediate **emergency**.
- v) **You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.

Parts availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations **we** will ensure **your property** is safe and if required, the **approved contractor** will provide **you** with a quotation for a suitable repair.

any questions?

It is important that you read this document carefully to ensure it meets your requirements and needs. If you have any questions, please do not hesitate to contact **your broker**.

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