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## Introduction

Welcome to **your** Markham Private Clients high value **Home** insurance policy. The policy is Underwritten by Amlin's Syndicate 2001 at Lloyds of London, who have over 20 years' experience insuring high value **homes** for the affluent individual or family.

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Markham Private Clients **Home** Insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** as shown in the **schedule**.

This is a legally-binding contract of insurance between **you** and **us**. This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

When drawing up this insurance, **we** have relied on the information and statements which **you** gave in the proposal form (or statement of fact) on the date shown in the **schedule**.

The insurance relates only to those sections of the policy which are shown in the **schedule** as being included.

Please read the whole document carefully and keep it in a safe place. It is important that

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

Please contact **your broker** or **insurance adviser** immediately if this document is not correct or if **you** would like to ask any questions.

### Details of our regulator

Amlin Underwriting Limited (who manages the Lloyd's Syndicate 2001 who provide this insurance) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under reference number 204918. **You** can visit the Financial Conduct Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or **you** can phone them on **0800 111 6768**.

### Financial Services Compensation Scheme

Amlin Underwriting Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Amlin Underwriting Limited cannot pay a claim to **you** under this contract. If **you** are entitled to compensation under the scheme, how much compensation **you** would receive would depend on the nature of this contract. **You** can get more information about the scheme from the **Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU** and on their website at [www.fscs.org.uk](http://www.fscs.org.uk).

## Introduction (continued)

### Complaints procedure

If **you** have any questions or concerns, **you** should contact **your broker** or **insurance adviser**. If **you** are unable to resolve the matter with **your broker** or **insurance adviser** and want to make a formal complaint, **you** can do so at any time by referring the matter to either Syndicate 2001 (the Insurer) Complaints Team which is managed by Amlin Underwriting Limited at

**E-mail: [aulcompliant@amlin.co.uk](mailto:aulcompliant@amlin.co.uk)**

**Telephone: +44 (0)20 7746 1300**

**Address: Amlin Underwriting Limited, St Helen's, 1 Undershaft, London EC3A 8ND**

or

**Lloyd's Policyholder and Market Assistance Team at**

**E-mail: [compliant@lloyds.com](mailto:compliant@lloyds.com)**

**Telephone: +44 (0)20 7327 5693**

**Fax: +44 (0)20 7327 5225**

**Address: Policyholder and Market Assistance Market Services, Lloyd's, One Lime Street, London EC3M 7HA**

Details of Lloyd's complaints procedures are set out in a leaflet 'Your Complaint – How We Can Help' available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer your complaint to the Financial Ombudsman Service.

### Cooling off period

**You** may cancel this insurance within 14 days of **you** buying this insurance or the day on which **you** receive the insurance documents whichever is later. **We** will provide a full refund of the premium paid. **We** can decide not to refund any premium if **you** have made a claim on this insurance.

## Definitions

Whenever the following words appear in this insurance they will have the meanings shown below.

<b>Antiques and works of art</b>	Individual items, collections and sets of particular value due to their age, style, artistic merit or collectability including furniture, designer made furniture, paintings, drawings, objets d'art, china, glass, porcelain, sculptures (inside or outside the <b>home</b> and within the <b>premises</b> ), rugs, tapestries, clocks and barometers which belong to <b>you</b> or for which <b>you</b> are legally responsible as long as it is not <b>business</b> property.
<b>Buildings</b>	<p>The following, which <b>you</b> own or for which <b>you</b> are legally responsible within the <b>premises</b> named in the schedule.</p> <ul style="list-style-type: none"> <li>• The <b>home</b> within the <b>premises</b> named on the <b>schedule</b>, its decorations and <b>tenants improvements</b>;</li> <li>• fixtures and fittings attached to the <b>home</b> (including radio and television ariels, solar panels, satellite dishes, their fittings and masts);</li> <li>• underground service pipes and cables, sewers, drains and septic tanks; and</li> <li>• permanently installed lighting, swimmings pools, tennis courts, driveways, footpaths, patios and terraces, walls, gates, fences, hedges, fixed fuel tanks, professionally and permanently installed hot tubs and wind turbines used for domestic purposes only.</li> </ul>
<b>Business</b>	Any professional activity or non-manual business carried out at <b>your home</b> .
<b>Business contents</b>	Furniture and equipment, stationary, office supplies, software, records and documents in the <b>home</b> which belong to the <b>business</b> or for which the <b>business</b> is legally responsible.
<b>Contents</b>	<p>Household goods and personal possessions, which belong to <b>you</b> or for which <b>you</b> are legally responsible, normally kept within the <b>home</b>.</p> <p><b>Contents includes</b></p> <ul style="list-style-type: none"> <li>• tenants' fixtures and fittings;</li> <li>• wine;</li> <li>• guns; and</li> <li>• radio and television aerials, solar panels, satellite dishes, their fittings and masts which are attached to the <b>home</b>.</li> </ul> <p><b>Limits for certain contents</b></p> <ul style="list-style-type: none"> <li>• <b>We</b> will pay up to £25,000 for garden furniture, permanently fixed statues and ornaments and other similar items which are normally kept outdoors and garden machinery, while in the open but within the <b>premises</b>. This does not apply to radio and television aerials, solar panels, satellite dishes and their fittings and masts which are attached to the <b>home</b>.</li> <li>• <b>We</b> will pay up to £7,500 in total for <b>money</b>.</li> <li>• <b>We</b> will pay up to £35,000 for <b>credit cards</b>, but <b>we</b> will only pay amounts <b>you</b> legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. However <b>you</b> must keep to all the terms and conditions under which the <b>credit cards</b> were issued.</li> <li>• <b>We</b> will pay up to £10,000 for deeds and regsitered bonds and other personal documents.</li> <li>• <b>We</b> will pay up to £5,000 for stamps or coins forming part of a colleciton.</li> <li>• <b>We</b> will pay up to £10,000 for <b>gold and silver</b>.</li> <li>• <b>We</b> will pay up to £10,000 for <b>valuables</b>.</li> <li>• <b>We</b> will pay up to £10,000 for domestic fuel in fixed tanks.</li> <li>• <b>We</b> will pay up to £7,500 for computer software (including the cost of restoring computer files) during the <b>period of insurance</b>.</li> </ul> <p><b>Contents does not include</b></p> <ul style="list-style-type: none"> <li>• Motor vehicles (other than quad bikes, golf buggies or trailers up to £12,500 in total while in a locked building, electric wheelchairs or items designed for a child to use), caravans or their accessories;</li> <li>• any animal, plant or tree;</li> <li>• aircraft;</li> <li>• watercraft (other than dinghies, rowing boats or sailboards up to a value of £10,000 in total while they are in a locked building);</li> <li>• any part of the <b>buildings</b>;</li> </ul>

## Definitions (continued)

	<ul style="list-style-type: none"> <li>• any property held or used for <b>business</b> purposes other than office equipment; or</li> <li>• any property insured under any other insurance.</li> </ul>
<b>Computer viruses</b>	An instruction from an unauthorised source that spreads itself over a computer system or network and corrupts information.
<b>Credit cards</b>	Credit cards, charge cards, debit cards, cheque guarantee cards and cash-dispenser cards.
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Garden</b>	<p>The ground next to <b>your home</b> and within the <b>premises</b> named in the <b>schedule</b> which is used only</p> <ul style="list-style-type: none"> <li>• for growing flowers, plants, trees, shrubs, fruit and vegetables (but not as a <b>business</b>); and</li> <li>• as a place to relax and enjoy.</li> </ul> <p>The garden does not include</p> <ul style="list-style-type: none"> <li>• woods</li> <li>• paddocks.</li> </ul>
<b>Gold and silver</b>	This includes gold and silver plated items.
<b>Home</b>	The private dwelling built of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
<b>Home office business</b>	Office work carried out in <b>your home</b> .
<b>Incidental farming</b>	Farming carried out by <b>you</b> on a part time basis at the address shown in the <b>schedule</b> as long as any people <b>you</b> employ for this purpose do not work more than 2,000 hours between them during the <b>period of insurance</b> .
<b>Money</b>	<p>All of the following held or used for private purposes.</p> <ul style="list-style-type: none"> <li>• Current legal tender, cheques, postal and money orders.</li> <li>• Postage stamps not forming part of a stamp collection.</li> <li>• Savings stamps and savings certificates, travellers' cheques.</li> <li>• Premium bonds, luncheon vouchers and gift tokens.</li> <li>• Travel tickets.</li> </ul>
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the sections of this insurance and any <b>endorsements</b> which apply.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
<b>Tenants improvements</b>	Alterations and decorations, which have been made by <b>you</b> or a previous occupier which are not insured under any other insurance.
<b>Terrorism</b>	<p>Any act(s) including but not limited to</p> <ol style="list-style-type: none"> <li>1 the use and/or threat of force or violence; or</li> <li>2 the causing, occasioning and/or threatening of harm of whatever nature and by whatever means</li> </ol> <p>by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.</p>

## Definitions (continued)

<b>United Kingdom</b>	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Valuables</b>	<ul style="list-style-type: none"><li>• jewellery including unset precious or semi precious stones;</li><li>• watches with an individual value of £5,000 or more; and</li><li>• furs.</li></ul>
<b>We, us or our</b>	Lloyd's Syndicate 2001, managed by Amlin Underwriting Limited through its service company Amlin UK Limited.
<b>You, your or insured</b>	The person or people named in the <b>schedule</b> and all members of their family (including <b>your</b> nanny and other domestic staff) who permanently live in the <b>home</b> .
<b>Your broker or insurance adviser</b>	The person or people who arranged this insurance for <b>you</b> .

## General conditions

We will treat each **home** included under this insurance as if separately insured.

### A Cancellation clause

- 1 **You** may cancel this insurance at any time by writing to **your broker or insurance adviser**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.
- 2 **We** may also cancel this insurance by giving **you** 30 days' notice in writing. Any premium due to **you** will depend on how long this insurance has been in force.

### B Contracts (Rights of Third Parties) Act 1999

A person who is not directly involved in this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. However, this does not affect any of their rights which exist apart from the Act.

### C Data Protection Act 1998

**We** will handle any information **you** have given, in line with the conditions of the Data Protection Act 1998. To provide insurance and handle claims, **we** may need to provide this information to other people.

### D Index-linking

Each month **we** will link the sums insured in Section One (**buildings**) and Section Two (**contents**) to the relevant indexes below.

- Section One (**buildings**)    The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors
- Section Two (**contents**)    The Consumer Durables Section of the General Index of Retail Prices or a similar index **we** have chosen.

**We** will not charge **you** any extra premium for any monthly increase. However, whenever **you** renew this insurance, **we** will work out the premium using the new sums insured. For **your** protection, if the index falls below zero, **we** will not reduce the sum insured.

### E Law which applies to this insurance

**You** and **we** can choose the law which applies to this insurance document. Unless **we** have agreed differently with **you**, this insurance will be governed by English Law.

### F 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 or insurance adviser** immediately if **you**
  - stop using the **home** as **your** permanent **home**; or
  - regularly leave the **home** without anyone living in it.

When **we** receive this notice, **we** can change the conditions of this insurance.
- 3 **You** must tell **your broker or insurance adviser** before **you** start any conversions, extensions or other structural work to the **buildings** and any works involving the use or application of heat. When **we** receive this notice, **we** can change the conditions of this insurance.
- 4 **You** must keep the sums insured at a level which represents the full value of the property. Full value should represent the following.
  - For **buildings** – the full rebuilding cost including removal of debris and professional fees.
  - For **contents** – the current cost as new.
  - For **antiques and works of art, valuables, gold and silver** – the current market value.

If **you** fail to keep any of these duties and this results in loss or damage, **we** may not pay **your** claim.



## How we will deal with your claim under Sections One to Five

### A Defending claims

**We** may

- take full responsibility for dealing with, defending or settling any claim in **your** name; and
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

### B Other insurance

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered totally or partly under any other insurance except for any excess beyond the amount which would have been covered under the other insurance if this insurance did not exist.

This clause does not apply to fatal injury (Section Two – Extension H).

### C Fraudulent claims

If **you**, or anyone acting for **you**, make a claim knowing it to be false or fraudulent in any way, this insurance will no longer apply and **we** will not pay any claims.

### D Excess

Unless otherwise stated on **your schedule**, the following excesses apply for each and every loss.

Section One      £250 excess applies, other than in respect of subsidence, landslip or heave, where £1,000 excess applies.

Section Two      £250 excess applies, other than lock replacement where no excess applies.

Section Three    No excess applies.

Section Four     No excess applies.

Section Five      £250 excess applies, other than for specified items where no excess applies.

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 as shown in **your schedule**.

If **you** claim for the same incident under more than one section and an excess is shown under more than one section, **we** will only apply one excess.

## How to make a claim

**We** aim to provide a first class service. **Your** claim will be handled promptly and with due care and professionalism. **We** will also ensure **you** are kept informed of the progress of **your** claim.

The Claims Team is open 24 hours a day, 365 days a year. In the event of a claim or possible claim under this insurance please contact the Claims Team either by phone on: **0800 028 2881** or in writing to: 2 Birtley Courtyard, Bramley, Surrey, GU5 0LA.

**Your** Claims Team will

- record **your** notification.
- advise **you** what will happen next
- authorise **you** to undertake any emergency measures necessary to secure **your** property or prevent further loss or damage.

### In the event of a home emergency

**You** may use the 24 hour helpline following an emergency in the **home** for which a tradesman's assistance is required. The helpline will source and deploy an approved tradesman to **your home**.

**We** will pay the following:

- the call out charge and the cost of up to 2 hours labour;
- the cost of parts and materials up to a maximum of £500 (including VAT); and
- in all up to £1,500 (including VAT).

Where appropriate, **we** may substitute deploying a tradesman with the provision of technical advice over the phone giving **you** the means to rectify the problem yourself.

Simply phone **0800 028 1673** and when prompted quote "Domestic Helpline."

It is important that **you** are familiar with **your** claims duties, which are shown below.

### **Your** duties

1. **You** must notify the Claims Team as soon as reasonably possible giving full details of what has happened.
2. **You** must provide the Claims Team with full details of what has happened within 30 days and provide any other information **we** may reasonably require including proof of ownership and value.
3. **You** must inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or loss of property.
4. **You** must immediately forward to the Claims Team, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
5. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties, **your** claim may not be paid.

## General exclusions

### A Aircraft pressure waves

**We** will not pay for loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### B Biological, chemical, or nuclear contamination

**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; or
- 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

- i terrorism; and/or
- ii 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

- a the causing, occasioning or threatening of harm of whatever nature and by whatever means; or
- b 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.

### C Electronic data

**We** will not pay for

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

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

- i **computer viruses**, erasure or corruption of electronic data; or
- ii the failure of any equipment to correctly recognise the date or change of date.

### D Existing and deliberate damage

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

- 1 occurring before cover starts or arising from an event before cover starts;
- 2 caused deliberately by **you** or any person legally residing at the **premises** named in the **schedule**;
- or
- 3 for any indirect losses which result from the incident that caused **you** to claim.

### E Radioactive contamination and explosive nuclear assemblies

**We** will not pay for

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

directly or indirectly caused by or contributed to, by 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; or
- ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### F War

**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, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### G 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 insurance.

## Section One – Buildings

Please read **your schedule** to see if this section applies.

### What is covered.

This insurance covers the **buildings** for loss or damage.

### What is not covered.

We will not pay

- a for loss or damage directly or indirectly caused by or arising from
  - 1 conversions, extension or other structural work to the **buildings** or any works involving the use or application of heat;
  - 2 warping, shrinking or normal settlement or collapse;
  - 3 moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;
  - 4 misuse or faulty design, workmanship or materials;
  - 5 dryness, dampness, extremes of temperature or exposure to light
  - 6 **your** domestic animals chewing, scratching, tearing or fouling; or
  - 7 pollution or contamination of any kind other than as a result of oil escaping from a fixed domestic heating installation at the **premises**.
- b for the cost of general maintenance, electrical or mechanical faults or breakdown.
- c for loss or damage caused by storm, flood or weight of snow to gates, fences and hedges.
- d for loss or damage caused by frost other than to fixed water tanks, apparatus or pipes.
- e for loss or damage while the **buildings** are not furnished enough to be normally lived in unless the loss or damage is caused by
  - 1 fire, lightning, explosion or earthquake;
  - 2 aircraft and other flying devices or items dropped from them;
  - 3 storm, flood or weight of snow;
  - 4 any vehicle or animal hitting the **building**; or
  - 5 subsidence or heave of the site upon which the **buildings** stand or landslide.

## Section One – Buildings (continued)

### What is covered.

This insurance covers the **buildings** for loss or damage.

### What is not covered.

**We will not pay**

- f for loss or damage caused by subsidence or heave of the site on which the **buildings** stand or landslip
  - 1 to domestic fixed fuel tanks, swimming pools, tennis courts, driveways, footpaths, patios and terraces, walls, gates, fences and hedges, permanently-installed hot tubs and wind turbines unless the private dwelling is also affected at the same time by the same event;
  - 2 to solid floor, unless the walls of the private dwelling are damaged at the same time by the same event;
  - 3 if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract or guarantee or by law;
  - 4 while the **buildings** are undergoing any demolition, alteration, extension or repairs;
  - 5 due to faulty design, workmanship or materials; or
  - 6 as a result of the coast or riverbank wearing away.
- g for loss or damage caused by frost to permanently installed hot tubs.
- h for loss or damage where **you** sign an agreement with a contractor which needs specific or joint insurance without getting **our** agreement first.

## Section One – Buildings (continued)

### What is covered.

This section of the insurance also covers the following.

- A 1 Loss of rent due to **you** and ground rent payable to **you** which **you** cannot recover; and
- 2 the extra costs of using other accommodation, for **you** and **your** domestic animals, as similar to **your** existing accommodation as possible which **you** have to pay
- while the **buildings** cannot be lived in following loss or damage that is covered under Section One.
- 3 the extra costs for up to 60 days of other accommodation for **you** and **your** domestic animals, as similar to **your** existing accommodation as possible, due to a local or police authority preventing **you** from living in **your home** because of loss or damage to a neighbouring property.
- B During the **period of insurance**, for any costs which **you** have to pay for finding the source of any water or oil which has escaped from any fixed tanks, apparatus, pipes or any fixed domestic heating installation.
- C Up to £50,000 during the **period of insurance**, for increased metered water charges **you** have to pay after water escapes, which gives rise to a claim **we** accept under Section One.
- D Costs **you** have to pay to restore **your garden** following loss or damage by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or damage caused by malicious people or the emergency services.
- E Anyone buying **your home** who will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner.

### What is not covered.

#### **We** will not pay

- a for loss of rent for more than 60 months.
- b for the extra costs of other accommodation for more than 60 months. If **you** claim for costs of other accommodation under Sections One and Two, **we** will not pay for costs of other accommodation for a period of more than 60 months in total.

more than £50,000 for a water leak outside the **home**

if **you** claim for loss under Sections One and Two, **we** will not pay more than £50,000 in total during the **period of insurance**.

- a for more than £2,500 for any plant, tree or shrub.
- b for more than 10% of the **buildings** sum insured during the **period of insurance**.

if the **buildings** are insured under any other insurance.

## Section One – Buildings (continued)

### What is covered.

This section of the insurance also covers the following.

- F Expenses **you** have to pay and which **we** have agreed in writing for
- 1 architects', surveyors', consulting engineers', land agents' and legal fees;
  - 2 the cost of removing debris and making the **building** safe; and
  - 3 costs **you** have to pay to keep to any government or local authority requirements

following loss or damage to the **buildings** which is covered under Section One.

- G Up to 25% of the **buildings** sum insured for any one claim 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.

- H
- 1 Up to £15,000 in any one **period of insurance** towards the cost of upgrading **your** alarm and security systems following a physical criminal assault on **you** at the **home**.
  - 2 In addition, **we** will also pay up to £2,500 for professional private counselling fees following a physical criminal assault on **you** at the **home**.

- I Up to £25,000 in any one **period of insurance** towards essential alterations to the **home** following an identifiable, permanent physical injury to **you** caused by a sudden and unexpected accident happening within the **home**.

- J Up to 10% of the **buildings** sum insured following loss or damage that is covered under Section One in any one **period of insurance** to permanent fixtures removed from the **buildings** for up to 60 days for repair, restoration or safekeeping.

- K Up to £2,500 towards the cost of repairing **your home** as a result of loss or damage following forcible entry to **your home** to attend a medical emergency.

### What is not covered.

**We** will not pay

- a for any expenses for preparing a claim or an estimate of loss or damage; or
  - b for any costs if government or local authority requirements have been served on **you** before the loss or damage.
- a for any loss or damage caused while installing the fixtures and fittings; or
  - b for property left in the open.
- a for any cost unless **you** obtain our agreement first; or
  - b following any domestic disputes.
- a for any cost unless **you** obtain our agreement first.
- a for loss or damage of any item of fixtures being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.
  - b for any amount over £50,000.

## Conditions that apply to Section One – Buildings only

### Settling claims

How **we** deal with **your** claim

- 1 If **your** claim for loss or damage is covered under Section One, **we** will pay the full cost of the repair as long as
  - the **buildings** were in a good state of repair immediately before the loss or damage; and
  - the damage has been repaired or loss has been reinstated.

**We** will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

- 2 Where **you** have a professional valuation for **your home**, completed within the last five years, that **we** have seen and approved and the sums insured reflect this, taking into consideration an amount for index linking, **we** will pay for the cost of rebuilding or repairing damage that is covered under this insurance.

**We** will only do this if **you** tell us about any additions, alterations or improvements **you** have made since the valuation was carried out and **you** have amended the sum insured to take into account any such additions, alterations or improvements.

**We** will not offer this cover if **your home** is grade 1 or grade A listed.

- 3 In the event the **buildings** of **your home** are damaged beyond economical repair, and permission to rebuild is refused by **your** local authority, **we** agree to pay up to 125% of the rebuilding cost of **your home** to help **you** purchase a similar property in the same area, subject to the sum insured shown in **your schedule** corresponding to a professional valuation, completed within the last five years, that **we** have seen and approved.

If a loss is paid under this insurance, **you** will assign all title to the **premises** to **us** and pay **us**, in addition, all monies **you** may receive as salvage.

- 4 **We** will deduct the applicable excess from the agreed settlement of **your** claim as shown on page 7.

### Your sum insured

- 5 **We** will not reduce the sum insured under Section One after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

### Limit of insurance

- 6 **We** will not pay more than the sum insured for each **premises** shown in the **schedule** other than in accordance with condition 2 and 3 above.



## Section Two – Contents

Please read **your schedule** to see if this section applies.

### What is covered.

This insurance covers the **contents** for loss or damage while at the **home** and, as long as these are not already insured, while they are temporarily away from the **home** anywhere in the world.

### What is not covered.

#### We will not pay

- a for loss or damage directly or indirectly caused by or arising from
  - 1 conversions, extensions or other structural work to the **buildings** or any works involving the use or application of heat;
  - 2 moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;
  - 3 misuse or faulty design, workmanship or materials;
  - 4 dryness, dampness, extremes of temperature or exposure to light;
  - 5 **your** domestic animals chewing, scratching, tearing or fouling;
  - 6 dyeing, cleaning, repairing, renovating, restoration or being worked on; or
  - 7 pollution or contamination of any kind.
- b for the cost of general maintenance.
- c for loss or damage caused by mechanical or electrical faults or breakdown.
- d for loss or damage caused by subsidence or heave of the site upon which the **buildings** stand or landslip
  - 1 to solid floors, unless the walls of the private dwelling are damaged at the same time by the same event;
  - 2 if compensation has been provided (or would have been, if it wasn't for this insurance), under any contract or guarantee or by law;
  - 3 while the **buildings** are undergoing any demolition, alteration, extension or repairs;
  - 4 due to faulty design, workmanship or materials; or
  - 5 as a result of the coast or riverbank wearing away.
- e for loss or damage which **we** specifically exclude elsewhere under Section Two.
- f for loss or damage to any item being transported, unless it is suitably packed and secured, given the nature of the item and how it is transported.

## Section Two – Contents (continued)

### What is covered.

This section of the insurance also covers the following.

- A Accidental breakage of
- 1 fixed glass and double glazing; and
  - 2 **sanitary ware** forming part of the **buildings** which **you** are legally responsible for as a tenant and do not have other insurance for.
- B Rent **you** have to pay as occupier if the **buildings** cannot be lived in following loss or damage that is covered under Section Two.
- C The extra costs of using other accommodation for **you** and **your** domestic animals, as similar to **your** existing accommodation as possible, which **you** have to pay for if the **buildings** cannot be lived in following loss or damage that is covered under Section Two.
- D **You** for **your** increased cost of carrying on **your home office business** caused only and directly by the following.
- a Loss or damage to **your buildings** or **business contents** which is covered under this insurance; or
  - b accidental failure in the supply of gas, water, electricity or telephone service to **your home** for more than 72 consecutive hours during the **period of insurance**.
- Cover will start from the date on which the loss or damage happens or the service interruption starts. It will continue until **you** are able to start work at **your home** again but no longer than 12 months.  
The amount **we** pay will be the extra necessary and reasonable costs **you** have to pay to continue **your home office business**, less any savings which result from the reduced costs and expenses during the time **your** work is interrupted.
- E **Your** legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage that is covered under Section Two.

### What is not covered.

**We** will not pay

rent for more than 60 months.

for the extra costs of other accommodation for more than 60 months. If **you** claim for costs of other accommodation under Sections One and Two, **we** will not pay for costs of other accommodation for a period of more than 60 months in total.

a for any amount over £25,000; or

b for any increased cost of carrying on your **home office business** directly or indirectly caused by or resulting from an act of **terrorism**.

a. for any amount over £1,000,000.

b. for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlords fixtures and fittings.

c. for loss or damage arising from subsidence, heave or landslip.

## Section Two – Contents (continued)

### What is covered.

This section of the insurance also covers the following.

- F Up to £25,000 during the **period of insurance** for wedding, anniversary, birthday, religious or other celebration gifts bought by **you** but not yet given (or which have been bought for **you**).
- G Up to 25% of the **contents** sum insured for new items **you** have bought but which **you** have not told **us** about yet.
- H Fatal injury to **you** caused by fire at the **premises** or assault elsewhere within the **United Kingdom** provided that death ensues within twelve months of injury. **We** will pay
- 1 £125,000 for each insured person over 16 years; and
  - 2 £5,000 for each person under 16 years at the time of their death
- I Costs **you** have to pay for replacing locks to safes, alarms and outside doors and windows in the **home** following theft or loss of keys.
- J Up to £50,000, during the **period of insurance**, for increased metered water charges **you** have to pay after water escapes, which gives rise to a claim **we** accept under Section Two.
- K Personal property of guests up to £5,000 for each person and personal property of domestic staff (who do not live in the property) up to £2,500 for each person.
- L Up to £30,000 during the **period of insurance**, for loss or damage to marquees and associated equipment, which are being temporarily loaned to **you** and for which **you** are responsible, while at the **premises**
- M Up to £7,500 during the **period of insurance**, for loss or damage to the belongings of **your** parents or grandparents who are living in a residential nursing or care home.
- N Up to a maximum of £25,000 ransom if **you** are the victim of kidnap during the **period of insurance**.
- O **Contents** of **your** refrigerator and or freezer caused by their accidental failure.
- P **Contents** belonging to permanent members of the **home** whilst temporarily away in full time education.

### What is not covered.

**We** will not pay

for loss or damage which **we** specifically exclude elsewhere under Section Two.

- a for loss or damage which **we** specifically exclude elsewhere under Section Two.
- b after 60 days of buying the item if **you** have not told **us** about doing so.

if **you** claim for loss under Sections One and Two, more than £50,000 in total during the **period of insurance**.

- a for losses which happen away from the **premises**.
  - b for loss or damage which **we** specifically exclude elsewhere under Section Two.
  - c more than £750 for any one item.
- a if there is any other insurance in place.
  - b for loss or damage which **we** specifically exclude elsewhere under Section Two.
  - c if you fail to keep to the manufactures or owners written instructions.
- a for any amount over £1,000 for **valuables**.
  - b for **money** and **credit cards**.
- For kidnap expenses incurred due to any kidnap and ransom occurrence caused by **you**, a family member or a covered relative, whether acting alone or in collusion with others.
- for loss or damage which **we** specifically exclude elsewhere under Section Two.
- a for loss damage or liability in the United States of America or Canada.
  - b for loss or damage **we** specifically exclude elsewhere under Section Two.
  - c for **money** or **credit cards**.
  - d if there is any other insurance in place.

## Conditions that apply to Section Two – Contents only

### Settling claims

How **we** deal with **your** claim

- 1 If **you** claim for loss or damage to the **contents**, **we** will repair, replace or pay for any item covered under Section Two.
- 2 Where **you** have a professional valuation, carried out within the last three years, which has been approved by **us** and the sums insured reflect this, taking into consideration an amount for index linking, **we** will pay the cost of replacement or repair for damage up to 150% of the sum insured mentioned within the valuation.
- 3 **We** will deduct the applicable excess from the agreed settlement of **your** claim as shown on page 7.

### Your sum insured

- 4 **We** will not reduce the sum insured under Section Two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

### Limit of insurance

- 5 **We** will not pay any more than the sum insured for each **premises** shown in the **schedule** other than in accordance with condition 2 above.

## Section Three – Accidents to domestic staff

Please read **your schedule** to see if this section applies.

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

### What is covered.

#### We will pay

for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for bodily injury by accident happening during the **period of insurance** anywhere in the world to **your** domestic staff employed in connection with the **premises** shown in the **schedule**.

### What is not covered.

#### We will not pay

- for bodily injury arising directly or indirectly
- a from any motorised or horse-drawn vehicle other than
    - domestic garden equipment used within the **premises**; and
    - pedestrian-controlled garden equipment, electric wheelchairs or items designed for a child's use whilst elsewhere.
  - b from any communicable disease or condition.
  - c in Canada or the United States of America after the total period of stay in either or both countries have exceeded 60 days in the **period of insurance**.

### Limit of insurance

**We** will not pay more than £10,000,000 for any accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed to in writing.

## Section Four – Legal liability to the public

Please read **your schedule** to see if this section applies.

### Part A

Part A of this section applies in the following way.

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

#### What is covered.

##### We will pay **you**

- i 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 **premises** during the **period of insurance**.

OR

- ii 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**.

#### What is not covered.

##### We will not pay **you** for any liability

- a for bodily injury to
- 1 **you**;
  - 2 any other permanent member of the **home**; or
  - 3 any person who at the time of sustaining such injury is engaged in **your** service.
- b for bodily injury arising directly or indirectly from any communicable disease or condition.
- c for damage to property owned by or in the charge or control of
- 1 **you**;
  - 2 any other permanent member of the **home**; or
  - 3 any person engaged in **your** service.
- d in Canada or the United States of America after the total period of stay in either or both countries have exceeded 60 day in the **period of insurance**.
- e arising directly or indirectly out of any manual **business** or employment other than **incidental farming**.
- f which **you** have assumed under contract and which would not otherwise have attached.
- g arising out of any criminal acts.

## Section Four – Legal liability to the public (continued)

### Part A

#### What is covered.

#### What is not covered

**We** will not pay for any liability

- h arising out of your ownership, possession or use of
- 1 any motorised vehicle other than quadbikes, golf buggies, domestic gardening equipment, motorised wheelchairs or mobility scooters and motorcycles under 51cc provided that **you**, or someone acting with **your** permission, are not using them on any public road where the Road Traffic Act or similar legislation says **you** must insure them.  
For the vehicles listed in the exception **we** will not pay more than £5,000,000 for any one accident or series of accidents arising out of any event, plus the costs and expenses which **we** have agreed in writing.
  - 2 any aircraft or watercraft other than manually operated rowing boats, punts or canoes, sailboards or dinghies under 15 feet.
  - 3 any animal other than **incidental farming** livestock or a horse or domestic pet, provided such pet is not a dog treated as 'dangerous' under the Dangerous Dogs Act 1991 or similar legislation.
  - 4 any power operated lift.
- i in respect of any kind of pollution or contamination other than
- 1 caused by a sudden, identified accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the **schedule**; and
  - 2 reported to **us** not later than 30 days from the end of the **period of insurance** in which case all such pollution or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
- j arising out of **your** ownership, occupation, possession or use of any land or **building** that is not within the **premises**.
- k if **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.
- l arising out of any goods or products designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by **you**.

## Section Four – Legal liability to the public (continued)

### Part B

#### What is covered.

##### We will pay 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 provided that

- 1 Part A ii of this section would have paid **you** had the award been made against **you** rather than to **you**;
- 2 there is no appeal pending; and
- 3 **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment.

#### What is not covered.

### Part C

#### What is covered.

##### We will pay for

any amount **you** become legally liable to pay 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** previously owned and occupied by **you**.

#### What is not covered.

##### We will not pay

- a for any liability if **you** are entitled to payment under any other insurance.
- b for the cost of repairing any fault or alleged fault.

#### Limit of insurance

##### We will not pay

- in respect of pollution or contamination. More than £10,000,000 in all.
- in respect of other liability covered under Section Four. More than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing, other than under Part B where **we** will not pay more than £5,000,000 any one event.



## Section Five – Valuables, antiques and works of art, gold and silver

Please read **your schedule** to see if this section applies

### What is covered.

This section of the insurance covers the following.

- A **Valuables** listed in the **schedule** (or specification attached) against loss or damage anywhere in the world;
- B
- 1 **antiques and works of art** listed in the **schedule** (or specification attached); and
  - 2 **gold and silver** listed in the **schedule** (or specification attached)

against loss or damage within the **home** and, as long as these are not already insured, while they are temporarily away from the **home** anywhere in the world.

### What is not covered.

**We will not pay**

- a for loss or damage directly or indirectly caused by or arising from
- 1 moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;
  - 2 misuse or faulty design, workmanship or materials;
  - 3 dryness, dampness, extremes of temperature or exposure to light;
  - 4 **your** domestic animals chewing, scratching, tearing or fouling;
  - 5 dyeing, cleaning, repairing, renovating, restoration or being worked on; or
  - 6 pollution or contamination of any kind.
- b for loss or damage caused by mechanical or electrical faults or breakdown.
- c for loss or damage to any item being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.
- d more than £15,000 in respect of any one item of **valuables** or **gold and silver** unless otherwise stated in the **schedule**.
- e more than £30,000 in respect of any one item of **antiques and works of art** unless otherwise stated in the **schedule**.

## Section Five – Valuables, antiques and works of art, gold and silver (continued)

### What is covered.

This section of the insurance also covers the following.

- A **We** will cover new items **you** have bought but which **you** have not told **us** about yet.
- B **We** will automatically increase the insured value of any item listed in the specification for **works of art** by up to 200% if the artist dies during the **period of insurance**. **We** will only do this for the 6 months immediately following the death of that artist.
- C If during the **period of insurance**, someone claims that any item listed in the specification for **antiques and works of art** is not rightfully **yours** and **you** are legally obliged to return the item to its rightful owner because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it or the value shown in the specification if this is less.
- D Where **your schedule** states that **valuables** are insured in **your** bank, **we** agree to cover them up to a maximum of £50,000 for loss or damage whilst temporarily removed from **your** bank or safe deposit for up to 30 days in any one **period of insurance** without **our** prior agreement.

### What is not covered.

**We** will not pay

- a for loss or damage which **we** specifically exclude elsewhere under Section Five.
- b more than 25% of the sum insured under this section for **valuables, gold and silver** and **antiques and works of art**.
- c after 60 days of purchase if **you** have not told **us** about buying the item.
- a more than £100,000 in total during any one **period of insurance**.
- b for loss or damage which **we** specifically exclude elsewhere under Section Five.
- c if **you** are unable to provide a professional valuation or purchase receipt and proof of increased value which is less than three years old at the time of any loss or damage.
- a more than £100,000 in total during any one **period of insurance**.
- b unless **you** prove that **you** made enquiries about where the item came from before **you** bought it.
- c unless **you** bought the item during the period that the **antiques and works of art** have been insured with **us**.
- d unless **you** told **us** about a claim during the **period of insurance**.
- a for loss or damage
- 1 unless **you** have a professionally installed safe at the **home**; or
- 2 unless items are worn, in **your** custody and control or in the same room as **you**, at the time that loss or damage takes place.

## Conditions that apply to Section Five – Valuables, antiques and works of art, gold and silver only

How **we** deal with **your** claim

- 1 **Valuables**  
**We** will repair replace or pay for any item that is lost or damaged. Where **you** have a professional valuation, carried out within the last three years, which has been approved by **us** for a specified item (and which is specified for the correct value), **we** will pay the cost or replacement or repairing any damage up to 150% of the item's specified value.
  
- 2 **Gold and silver, antiques and works of art**  
 In the event of partial loss or damage, **we** will pay all costs and expenses **you** have necessarily incurred, with **our** consent, in restoring the item(s) damaged plus any resulting depreciation in value but not more than the sum insured for the damaged item(s).  
  
 In the event of total loss or destruction of item(s), **we** will pay the sum insured for such item(s) or their market value at the time of loss, whichever is the less.  
  
 Where **you** have a professional valuation, carried out within the last three years, which has been approved by **us** for a specified item (and which is specified for the correct value), **we** will pay the cost of replacement or repairing any damage up to 150% of the item's specified value.
  
- 3 **Valuables, gold and silver, antiques and works of art**  
 If, following a claim, **you** can produce a professional valuation (not more than five years old) which has been approved by **us**, and is dated prior to the loss, **we** will treat the sum insured as automatically agreed.
  
- 4 **We** will deduct the applicable excess from the agreed settlement of **your** claim as shown on page 7.

### Limit of insurance

- 5 **We** will not pay more than the sum(s) insured shown in the **schedule** unless **we** agree otherwise.

## Section Six – Legal Expenses

Please read **your schedule** to see if this section applies.

### Additional definitions to this Section.

The definitions applying to the whole policy as stated in pages 3 to 5 shall include the following in respect of this section only.

<b>Collective conditional fee agreement</b>	Separate agreement between <b>us</b> and the <b>nominated representative</b> for paying his or her professional fees which is an enforceable <b>conditional fee agreement</b> within the meaning of section 58, 58A, Courts and Legal Services Act 1990, the format and contents of which have been agreed to by <b>us</b> before it is entered into.
<b>Conditional fee agreement</b>	Separate agreement between <b>you</b> and the <b>nominated representative</b> for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of section 58, 58A, Courts and Legal Services Act 1990, such agreement only to be in the form provided by <b>us</b> .
<b>Date of occurrence</b>	For claims involving a criminal act brought under insured incident 6, the date when it is alleged <b>you</b> began the criminal act. For claims brought under insured incident 7, the date that <b>you</b> were first notified by HM Revenue & Customs that an extensive examination is to take place. For all other claims, the date at which the cause of action first arose.
<b>Employee</b>	A person employed by <b>you</b> to carry out domestic duties for <b>your</b> household.
<b>Geographical limits</b>	<ol style="list-style-type: none"> <li>1 For insured incidents paragraphs 1 and 2 – the European Union, the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia-Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).</li> <li>2 For insured incidents not referred to in 1 above - the <b>United Kingdom</b>.</li> </ol>
<b>Goods</b>	<b>Contents</b> as described in the definitions applying to the whole policy document.
<b>Legal advice service</b>	Legal advice service provided on <b>our</b> behalf which may be contacted by telephoning the number at the end of this section.

## Section Six – Legal expenses (continued)

### Professional fees

The fees, costs, disbursements and other professional charges which **we** have agreed to fund

- 1 reasonably and necessarily incurred by a **nominated representative**; and
- 2 incurred by other parties in civil cases if **you** have been ordered to pay them or pay them with **our** written agreement.

### Nominated representative

Solicitor, claims negotiator, accountant or other suitably qualified person appointed in accordance with the terms of this section.

### Your vehicle

Any motor car or motor cycle owned by **you**.

#### What is covered.

**We** will pay **professional fees** arising from any insured incident described below, provided that

- i **we** will not pay under this section in respect of any one claim more than £250,000;
- ii the limit any one claim stated in paragraph i above will not apply if a more specific limit is stated in an insured incident;
- iii the subject of the claim occurred within the **geographical limits** and the **date of occurrence** was within the **period of insurance**; and
- iv **we** will not pay for more than three claims in any one **period of insurance**.

#### What is not covered.

**We** will not pay

#### Insured incidents

##### 1 Personal injury

**Your** death or bodily injury caused by a specific, sudden and unforeseen event for which another person or entity is responsible.

##### 1 for any claim

- a arising from stress, psychological or emotional injury;
- b arising from any death or bodily injury that is caused gradually or is not caused by a specific event; or
- c involving a motor vehicle owned by **you** or for which **you** are legally responsible.

##### 2 Consumer contracts

Disputes arising out of any contract or alleged contract entered into by **you** for the purchase or hire of **goods** or services for private use, the sale or supply of privately owned **goods** by **you** or the sale or purchase of **your home**, provided that

##### 2 for any claim

- a the contract or alleged contract was entered into after **you** first purchased this insurance; and
- b where the sale, purchase or hire has been effected on the internet, all dispute resolution procedures afforded to sellers, purchasers or hirers by the relevant website provider or authority have been exhausted.

- a arising from any works undertaken by or under the order of any government or public or local authority.
- b if the amount in dispute is less than £250.

## Section Six – Legal expenses (continued)

### What is covered.

- 3 **Domestic property protection**  
Disputes arising out of
- a a third party's
    - i alleged or actual negligent act or omission; or
    - ii any nuisance, trespass or criminal damage relating to **your** material property located at the **home** which causes physical damage or pecuniary loss; or
  - b the landlord's failure to maintain **your home**.
- 4 **Employment**  
Disputes arising from or relating to **your** contract of employment which can exclusively be heard in an employment tribunal (or its local equivalent) within the **United Kingdom**.

### What is not covered.

#### We will not pay

- 3  
for any claim
- a arising from boundary disputes which arise in the first 180 days of this insurance;
  - b where **you** are the landlord of the **home** or are leasing, sub-letting or renting-out all or any part of the **home** for any purpose;
  - c arising from any dispute with **your** landlord regarding a tenancy agreement that **you** have entered into to rent the **home**;
  - d relating to extending, altering or renovating buildings or any part of them;
  - e relating to subsidence, heave, landslip, mining or quarrying;
  - f relating to planning law, including town and country planning legislation;
  - g arising from or involving a motor vehicle owned by **you** or for which **you** are legally responsible; or
  - h relating to works undertaken by or under the order of any government or public or local authority.
- 4  
for any claim
- a involving breach of contract that is alleged to have commenced or to have continued after termination of **your** employment;
  - b for an allegation of less favourable treatment between men and women relating to terms and conditions of employment; or
  - c for **professional fees** where **you** are entitled to receive funding from a trade union or other entity.

## Section Six – Legal expenses (continued)

### What is covered.

#### 5 Employer defence

Representing **you** at an employment tribunal (or its local equivalent) within the **United Kingdom** to defend an action brought by an employee or ex-employee alleging unfair dismissal, provided that

- a in cases relating to dismissal of an **employee** or **ex-employee** or any dispute with an **employee** or **ex-employee** or their representative arising out of or relating to **your employee's** terms and conditions of employment, **you** have sought and followed advice from the **legal advice service** before taking any action and thereafter throughout the employment dispute.
- b in cases relating to redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed the advice of the **legal advice service** before serving notice of dismissal.
- c on the happening of any event or circumstance that could be construed as constructive dismissal, including **your employee** walking out with or without notice or absence from work, **you** have sought and followed the advice of the **legal advice service** before taking any action and throughout **your** dealings with the grievance or complaint.
- d in the event that **you** receive from an **employee** a formal or informal notification of a grievance or a complaint in respect of unlawful discrimination on the grounds of sex, age, race, disability, religious belief or political opinion, **you** have sought and followed the advice of the **legal advice service** before taking any action and throughout **your** dealings with the grievance or complaint.

#### 6 Legal defence

The defence of **your** legal rights if an event

- a arising out of **your** work as an **employee** results in
  - i **your** prosecution in a criminal court; or
  - ii civil action taken against **you** under any legislation relating to unlawful discrimination, data protection or being a trustee of a pension fund set up for the benefit of **your** fellow **employees**.

### What is not covered.

We will not pay

6

for any claim

- a for **professional fees** where **you** are entitled to a grant of legal aid from the Legal Services Commission or where funding is available from another public body, a trade union or employer;
- b for the defence of criminal prosecutions alleging dishonesty or deliberate violence;
- c relating to parking offences; or
- d for prosecution arising from driving under the influence of alcohol or non-prescribed drugs;

## Section Six – Legal expenses (continued)

### What is covered.

- b results in **your** prosecution in connection with an offence connected with the use or driving of a motor vehicle.
- 7 **HM Revenue & Customs**  
An extensive examination of **you** by HM Revenue & Customs following an enquiry under Section 9A of the Taxes Management Act 1970 into **your** PAYE income or gains into **your** personal tax affairs, provided that **you** have submitted proper, complete and truthful returns together with any additional information HM Revenue & Customs reasonably requires by the due date without payment of penalty.
- 8 **School admission disputes**  
An appeal against the decision of **your** Local Education Authority (LEA) arising out of its failure to conform with its published admission policy which leads to any of **your** children permanently residing with **you** being refused entry at the state school of **your** choice.
- 9 **Probate**  
The pursuit of a claim by **you** in respect of a probate dispute involving the valid will of **your** parents, grandparents, children, step-children or legally adopted children where **you** are contesting the will as a beneficiary or potential future beneficiary.
- 10 **Motor insurance database disputes**  
Representation of **your** legal rights in respect of a dispute with the police or other government agency in the event that **your** vehicle is seized following a failure in communications between **your** motor insurer and the Motor Insurance Database resulting in incorrect information about **you** or **your** vehicle being recorded on that database.

### What is not covered.

#### We will not pay

- e relating to the driving or use of a motor vehicle by **you** for which **you** do not have valid motor insurance; or
  - f where **you** are insured by a more specific insurance policy.
- 7  
for any claim
- a where the Special Compliance Officer is investigating **your** personal tax affairs; or
  - b for expenditure incurred after **you** receive notice that the enquiry has been completed.
- 8  
for any claim
- a arising where an entrance examination or other selection criteria are part of the acceptance criteria;
  - b involving non-state schools where the LEA have no jurisdiction over placement;
  - c where **you** have not previously submitted an application to either the school or the LEA;
  - d where **you** have not adhered to the appropriate appeal procedure;
  - e where **your** child has been suspended, expelled or permanently excluded from another school; or
  - f where **your** child is under 5 years old during the academic year in which the admission dispute arises.
- 9  
for any claim arising from any dispute if a valid final will has not been made or concluded or cannot be traced.



## Section Six – Legal expenses (continued)

### What is covered.

#### 11 Identity theft

In the event that **you** become the victim of identity theft, the situations described in paragraphs a to c below.

- a To deal with organisations that have been fraudulently applied to for credit, goods or services in **your** name or which are seeking or have sought monies from **you** as a result of identity theft.
- b To liaise with credit referencing agencies and all other relevant organisations on **your** behalf to advise that **you** have been the victim of identity theft.
- c To defend **your** legal rights or take reasonable measures to remove County Court Judgments against **you** that have been obtained by an organisation that **you** have alleged to have purchased, hired or leased goods or services from as the result of an identity theft.

For the purpose of this additional cover, "identity theft" means someone or a group of people knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.

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

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

#### 12 Vehicle identity theft

Defending civil or criminal legal proceedings arising from the fraudulent use of **your vehicle's** identity by another person or entity without **your** permission.

#### 13 Eviction of squatters

Pursuance of **your** legal rights to secure the eviction of squatters from the **premises**.

### What is not covered.

**We** will not pay

11

for any claim

- a for identity theft connected with **your business**, profession or occupation;
- b if **you** failed to take reasonable precautions to protect **yourself** against identity fraud;
- c where the persons responsible are members of **your** family or any person living with **you**;
- d arising from loss of cash from a bank, building society, credit union or similar financial institution has failed to pay for the loss; or
- e for more than £50,000 for any one identity theft.

12

for any claim

- a if **you** failed to take reasonable precautions to protect **yourself** against the fraudulent use of **your vehicle's** identity; or
- b where the person(s) responsible are members of **your** family or any person living with **you**.

13

for any claim

- a resulting from the occupation of the **premises** by squatters before the inception of this insurance; or
- b for more than £25,000 any one claim.

## Section Six – Legal expenses only

We will not pay for the following.

- 1 **Trade, business, profession or occupation**  
A claim arising from or connected with any trade, business, profession or occupation carried out by **you**.
- 2 **Libel or slander**  
Any claim relating to written or verbal remarks.
- 3 **Deliberate, reckless, dishonest, violent or criminal acts**
  - a Any claim relating to a cause of action intentionally or recklessly brought about by **you**; or
  - b any criminal act by **you** other than as referred to in insured incidents 6 and 12 of this section.
- 4 **Previous knowledge**  
Any claim of which **you** were aware, or ought to have been aware, before the inception of this section.
- 5 **Professional fees not agreed**  
**Professional fees** incurred
  - a before **we** have agreed to pay them.
  - b where **you**
    - i pursue or defend a case without **our** agreement or in a different manner to or against **our** advice or that of the **nominated representative**; or
    - ii fail to give proper instructions in due time to **us**, to the **nominated representative** or to counsel or other persons instructed by **us** or the **nominated representative**.
  - c where the **nominated representative** reasonably refuses to act on **your** behalf, unless **we** agree to appoint another **nominated representative**.
  - d in respect of witnesses, experts or agents interviewed, engaged or called as a witness before receiving **our** written approval;
  - e before the issue of formal legal proceedings, unless by way of pre action protocol approved by **us**.
  - f for adverse costs awards made against **you**, pursuant to section 22, Employment Act 2002 including, without limitation, before the expiry of any applicable ACAS discussion period.
- 6 **Delay and prejudicial acts**  
Where **you**, in **our** reasonable opinion, act in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **nominated representative** or withdrawing from the case.
- 7 **Other insurances**  
For **professional fees** which can be recovered by **you** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).
- 8 **Fines and penalties**  
For fines, damages or other penalties which **you** are ordered to pay by a court or other authority.
- 9 **Disagreement**  
Any claim relating to a dispute with the **nominated representative** or **us**.
- 10 **Judicial review**  
Any claim relating to a judicial review.

## Section Six – Legal expenses only (continued)

- 11 **Bankruptcy**  
When **you** are bankrupt, in liquidation, have made an arrangement with **your** creditors, have entered into a Deed of Arrangement or part or all of **your** affairs or property are in the care or control of a receiver or an administrator.
- 12 **Intellectual property**  
Any claim relating to disputes involving copyright(s), trademark(s), merchandise mark(s), registered or unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- 13 **Breakdown of marriage or custody**  
Any claim relating to any dispute that **you** may personally have arising from or relating to the breakdown of a marriage or quasi marital relationship or custody matters.
- 14 **Medical treatment**  
Any claim arising from medical, dental or clinical treatment, advice, assistance or care.
- 15 **Leasehold valuation tribunal**  
Any dispute that is or could be determined by a leasehold valuation tribunal.

## Conditions that apply to Section Six – Legal expenses only

- 1 **Your responsibilities**  
**You** must
  - a take all reasonable steps to minimise the amount payable under this insurance;
  - b take all reasonable steps to resolve any dispute that may otherwise give rise to a claim, by way of negotiation, mediation or any other available alternative dispute resolution procedure;
  - c provide **us** with such information regarding **your** claim as **we** may reasonably require; and
  - d notify **us** as soon as is reasonably possible of any circumstances which may give rise to a claim.
- 2 **Nominated representative**
  - a In the event of the commencement of legal proceedings or there is a conflict of interest, **you** have the right to choose **your** own **nominated representative**. **You** must send **us** the name and address of such person before the commencement of any legal proceedings.
  - b Otherwise, **we** can represent **your** interests and negotiate **your** claim directly or through a **nominated representative** at **our** entire discretion. If **we** choose to refer **your** claim to a **nominated representative**, **we** shall confirm this in writing to **you** and explain in more detail the work it will undertake.
  - c When a **nominated representative** is appointed in accordance with paragraphs a or b above, **we** will send them a copy of **our** standard terms of appointment, which must be accepted by the **nominated representative** before commencing any work for **you**. In regards to claims in respect of death or bodily injury, the **nominated representative** must have signed either a **collective conditional fee agreement** or a **conditional fee agreement** with **us**.
  - d **We** will have direct contact with the **nominated representative**.
  - e **You** must cooperate fully with **us** and the **nominated representative** and must keep **us** up to date with the progress of the claim.
  - f **You** must give the **nominated representative** any instructions that **we** require.

## Section Six – Legal expenses only (continued)

### 3 Control of the claim

- a **You** must, at **your** own cost, provide the **nominated representative** with all information, evidence and documents relating to the claim when requested to do so and **you** must meet with the **nominated representative** when reasonably requested to do so.
- b **You** must keep the **nominated representative** regularly informed of all developments, co-operate fully in all respects and immediately pass on all correspondence relating to **your** claim, unanswered.
- c **We** must have direct access to the **nominated representative** at all times. **You** will provide **us** with all information, evidence, legal advice and documents relating to the legal proceedings in **your** possession or custody or that of the **nominated representative** upon **our** request.
- d **You** must give the **nominated representative** any instructions **we** require **you** to give without delay.

### 4 Acceptance of a claim and right to refuse payment

**We** may refuse to accept a claim or to continue to make payment to **you** where

- a in **our** opinion
  - i **you** have not disclosed all material information.
  - ii **you** have failed to provide **us** or the **nominated representative** with any relevant information or supporting evidence.
  - iii **your** claim does not have any reasonable prospects of success or that there are reasonable prospects of recovery from the other party.
- b in the **nominated representative's** opinion, **your** claim does not have reasonable prospects of success or that there are reasonable prospects of recovery from the other party.

If **we** refuse to accept a claim or to continue to make payment to **you**, **we** shall give the reason(s) to **you** in writing.

### 5 Reasonable grounds

- a **We** may, at any time, require **you** to obtain, at **your** expense, an opinion from counsel as to the merits of **your** claim. Payment will be made under this insurance, subject to the limit applicable to the claim, to include the cost of obtaining the opinion only if counsel's opinion clearly demonstrates that there are reasonable grounds for pursuit or defence of **your** claim.
- b In all cases, the onus will be on **you** to demonstrate to the **nominated representative**, or to **our** own advisers or counsel (as appropriate) that such reasonable grounds as referred to above exist. **Your** costs of investigation and other professional fees relating to **your** seeking to prove that such reasonable grounds do exist are not covered under this insurance.

### 6 Payment under this insurance

- a **You** must inform **us** of any offer to settle **your** claim. No settlement offer may be accepted without **our** consent.
- b If any offer to settle the claim is not accepted by **you** which exceeds the total damages (including any interest) eventually eventually recovered by **you**, **we** will have no liability in respect of **professional fees** incurred after such refusal, unless **we** have given **our** written consent to the rejection of the offer.
- c **We** may, at **our** sole discretion, elect to pay **you** the amount of damages claimed instead of incurring **professional fees** to satisfy **our** liability under this section.
- d Following receipt of the relevant accounts, orders or award of a court or tribunal for **professional fees** to be paid under this section, payment will be made direct to the **nominated representative**, to the other party's **professional fees** legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.
- e If **you** withdraw from the legal proceedings without **our** agreement, cover will cease immediately and **we** shall be entitled to be reimbursed for any **professional fees** previously agreed or paid to **you**, or on **your** behalf, in respect of such legal proceedings.

### 7 Recoveries

**We** can take legal proceedings in your name, at **our** benefit, to recover any payment made under this insurance to anyone else. If **you** recover any **professional fees** previously paid under this insurance from any other party, such **professional fees** must be immediately repaid to **us**.

## Section Six – Legal expenses only (continued)

### Legal advice service

This service must be contacted by **you** for advice in connection with insured incident 5 – Employer defence of this section.

This service is available 24 hours per day seven days a week during the **period of insurance**.

To help check and improve service standards **your** call may be recorded.

To contact the **legal advice service**, telephone **0800 0281674** quoting Markham Private Clients Home Insurance and **your** Markham Private Clients Home Insurance policy number.

### How to make a claim

Potential claims should be notified to **us** as soon as possible by using the contact details noted below. After the claim is accepted, the matter may be referred to a suitably qualified and experienced professional person for advice and suggested appropriate further action.

Telephone No: **0800 0281675** and quote Markham Private Clients Home Insurance and **your** policy number.

## Section Seven – Helplines

Please read **your schedule** to see if this sections applies

The services under this section are available to **you** at any time of the day or night, every day of the year during the **period of insurance**.

### 1 Domestic emergencies

#### A Domestic assistance

This will provide a referral service to appropriate tradesmen needed when there is an emergency at **your home**. The service caters for problems such as burst pipes, floods, storm damage, fire of break-in and similar emergencies. Whilst all reasonable care is taken in the selection of tradesmen, **we** cannot accept legal responsibility for any consequences resulting from the use of domestic assistance.

#### B Home assistance

Following an emergency assistance can be arranged, such as helping **you** to run the household following personal injury by finding carers, housekeepers, vets, kennels and similar assistance.

#### C Childcare assistance

Arrangements can be made for **your** children to be looked after in an emergency, such as **you** having to leave them at **your home** unexpectedly or **your** usual childminder being taken ill.

**You** are responsible for paying all fees and charges of the persons who provide **you** with the assistance referred to above. However, when **you** have used the domestic assistance service following loss or damage to **your home**, it is possible that the cost of work carried out may be claimed under this policy if caused by an insured risk.

Please do not use the helpline to identify insured risks or make claims. If **you** are unsure about what risks **you** are insured for, please contact **your broker or insurance adviser** or **us**.

### 2 Medical information and counselling

#### A Medical information

Information can be provided over the phone on general health issues and non-diagnostic advice on medical matters, such as allergies and recommended inoculations when going abroad to certain territories.

#### B Counselling

A confidential counselling service will be provided over the phone, including assistance on how to contact appropriate voluntary or professional services.

### 3 Legal and tax advice

#### A Legal advice

Confidential legal advice for any of your personal legal problems under the laws of the European Union, the Isle of Man, the Channel Islands, Norway and Switzerland.

#### B Tax advice

Confidential tax advice over the phone.

For the helplines described above, please call **0800 0281674** and quote Markham Private Clients Home Insurance and state **your** Markham Private Clients Home Insurance policy number. The service is restricted to advice, information or assistance given on the telephone and there is no limit to the number of times it may be used. In order to check and improve service standards, **your** call may be recorded.

## Section Eight – Home emergency

Please read **your schedule** to see if this section applies.

### Additional definitions to this section.

The definitions applying to the whole policy as stated in pages 3 to 5 of this policy shall include the following in respect of this section only.

<b>Geographical limits</b>	The mainland of Great Britain, the Isle of Wight and Northern Ireland.
<b>Home emergency</b>	Sudden and unforeseen event necessitating immediate corrective action to <ol style="list-style-type: none"> <li>1 prevent loss of or damage to <b>your home</b>;</li> <li>2 to make <b>your home</b> safe or secure; or</li> <li>3 reduce or prevent exposure of risk to <b>your</b> health or alleviate unreasonable discomfort.</li> </ol>
<b>Main heating system</b>	The main domestic hot water or central heating system in <b>your home</b> including pipes which connect components of the system, but not cold water supply or drainage pipes or any work involving a solar heating installation.
<b>Plumbing and drainage</b>	The cold water supply and drainage system within the boundary of <b>your home</b> and for which <b>you</b> are legally responsible other than pipes <ol style="list-style-type: none"> <li>1 which connect components of the heating system; or</li> <li>2 for which <b>your</b> water supply or sewerage company are responsible.</li> </ol>

### What is covered.

In the event of a **home emergency** arising from the incidents described in paragraphs 1 to 7 below, **we** will arrange for a tradesman to visit **your home** to carry out a temporary repair, or a permanent repair if it can be carried out during the same visit and would cost no more than a temporary repair.

In addition, **we** will pay for the costs of a **home emergency** insured by this section, provided that **our** liability shall not exceed

- i the call out charge and the cost of up to 2 hours labour;
- ii the cost of parts and materials up to a maximum of £500 (including VAT); and
- iii in all the sum of £1,500 (including VAT).

- 1 **Roof damage**  
Loss of or damage to the roof of **your home** which results in or is likely to result in internal damage.
- 2 **Plumbing and drainage**  
Sudden damage to or blockage, breakage or flooding of the **plumbing and drainage**.
- 3 **Main heating system**  
Sudden failure to function of the **main heating system**.

## Section Eight – Home emergency (continued)

- 4 **Domestic power supply**  
Failure of the domestic electricity or gas supply, but not the failure of the mains supply.
- 5 **Toilet unit**  
Impact damage to or mechanical failure of the toilet bowl or cistern in **your home**, which results in complete loss of function.
- 6 **Home security**  
Damage to or the failure of external doors, windows or locks which compromises the security of **your home**.
- 7 **Lost keys**  
Loss of the only available set of keys to **your home** if **you** cannot replace them or gain normal access.

## Exclusions that apply to Section Eight – Home emergency only

We will not pay for the following.

- 1 Any normal day-to-day maintenance which **you** should carry out or pay for (such as servicing of heating and hot water systems) or the replacement of parts that tend to gradually wear out over a period of time or need periodic attention such as, but not restricted to
  - a in respect of normal day to day domestic maintenance
    - i burst of leaking flexible hoses or leaking washing appliances which are fitted with a stop tap;
    - ii slow seepage from joints or gaskets which does not involve a sudden escape of water;
    - iii the results of hard water scaling deposits;
    - iv leaking overflows;
    - v blockage of soil or waste pipes from sinks, basins, bidets, baths or showers;
    - vi blocked or misaligned guttering; or
    - vii flat or tarpaulin roofs.
  - b in connection with a boiler or warm air unit
    - i air locks in the central heating piping;
    - ii malfunctioning of the central heating wall or room thermostats;
    - iii central heating failure to light up after summer shutdown;
    - iv failure of the central heating pump;
    - v failure of zone or changeover valves or energy management systems;
    - vii replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts;
    - viii any costs arising as a result of failure to service the boiler or warm air unit annually or in accordance with the manufacturers' instructions;
    - ix any intermittent or reoccurring fault;
    - x any water pressure adjustments or failure caused through hard water scale or sludge;
    - xi fuel lines including gas leaks;
    - xiii any boiler or system noise; or
    - xiv any radiator valves.
- 2 The cost of redecorating or cosmetic repairs to parts or equipment in **your home**.



## Exclusions that apply to Section Eight – Home emergency (continued)

- 3 Any claim where **your home** has been left unoccupied for 30 consecutive days.
- 4 Any claim arising from **your** failure to comply with **our** instructions in respect of the assistance being provided.
- 5 Any costs incurred before **you** have notified us of a **home emergency**.
- 6 Claims arising from any wilful or negligent act or omission by **you**.
- 7 Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
- 8 Any claim due to incorrect installation, repair or modification or a design fault.
- 9 Any claim for equipment that is still under guarantee or warranty from the manufacturer, supplier or installer.
- 10 Any boiler or warm air unit that is over 10 years old or has not been serviced and maintained by a professional engineer for more than 12 months.
- 11 Damage caused by frost unless **you** have taken reasonable precautions to prevent such damage, including action to maintain a temperature within **your home** of not less than 15 degrees centigrade.
- 12 The malfunction or blockage of septic tanks, cess pits or fuel tanks.
- 13 Damage incurred in gaining necessary access to or in reinstating the fabric of **your home**.
- 14 Any claims arising out of subsidence, landslip or heave.
- 15 Any claim related to **your** failure to purchase or provide sufficient gas, electricity or other fuel source.
- 16 Any costs incurred where **our** approved contractor has attended **your home** but
  - a was unable to gain access or obtain permission to carry out the work; or
  - b no insured loss, damage or fault was found.
- 17 The first £100 of each and every claim.
- 18 More than three claims under this section in any one **period of insurance**.

## Conditions that apply to Section Eight – Home emergency

- 1 Claims must be reported to **us** as soon as possible and no later than 24 hours after **you** first become aware of the **home emergency**.
- 2 **You** should provide **us** with a completed claim form within 28 days of receipt, together with any other receipts, information or evidence **we** may reasonably require.
- 3 **You** must
  - a maintain the **home** and all domestic equipment in good condition and carry out or arrange regular inspections and preventative maintenance to the fabric and structure of the **home**;
  - b try to prevent anything happening that may cause a claim; and
  - c take reasonable steps to keep any amount **we** have to pay as low as possible.
- 4 **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from a breakdown of the service for reasons **we** cannot control.
- 5 **We** will not pay any claim covered under any other policy or any claim that would have been covered by any other policy if this section did not exist.

## How to make a claim

Incidents must first be notified to **us** through the **home emergency** service telephone helpline.

Before requesting assistance **you** should read through this section to ensure that the incident is covered.

If **you** wish to use the **home emergency** service, please call **0800 0281673**. **You** will need to advise **us** of

- **your** full address and telephone number;
- the nature of the emergency; and
- **your** Markham Private Clients Home Insurance policy number.

A **home emergency** operator will arrange for one of **our** approved contractors to come to **your** assistance as soon as possible.

**You** will be responsible for payment of the contractor's costs. However, if the incident is covered by the terms of this section or by the insurance provided by other sections, **you** will be able to make a claim. To enable **you** to do this, once **your** call to the **home emergency** service has ended, a claim form will be sent to **you** for completion and return.

## Section Nine – Annual travel

Please read **your schedule** to see if this section applies.

### Additional definitions to this section

The definitions applying to the whole policy as stated in pages 3 to 5 of this policy shall include the following in respect of this section only.

#### Insured person

Person(s) named in **your schedule** as insured under this section and all members of **your** family (including **your** nanny and other domestic staff) who permanently live with **you**.

#### Journey

A trip outside the **United Kingdom** undertaken by one or more **insured persons** for social, domestic and pleasure purposes only of up to 90 consecutive days which commences during the **period of insurance**. It also includes any trip carried out for social, domestic and pleasure purposes only wholly within the **United Kingdom** involving a pre-booked flight or a minimum of two nights' stay in paid accommodation.

#### Permanent disability

- 1 Total and irrecoverable loss of all sight rendering the **insured person** blind in one or both eyes and being beyond remedy by surgical or other treatment;
- 2 loss by physical severance of hand or foot at or above the wrist or ankle or permanent total loss of use of an entire arm, hand, leg or foot; or
- 3 permanent total disablement which entirely prevents an **insured person** from attending any occupation to which they are suited by experience, education or training without prospect of improvement after 12 months of the accident.

#### What is covered.

##### 1 Medical, emergency travel, repatriation and associated expenses

If an **insured person** is injured or becomes ill during a journey, **we** will pay for the following expenses reasonably and necessarily incurred as a direct result of the injury or illness.

##### A Medical expenses

The costs incurred outside the **United Kingdom** for medical, surgical or other remedial attention or treatment given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges, including dental expenses incurred in an emergency or immediate pain relief.

#### What is not covered.

**We** will not pay

- 1 the first £100 of each claim

## Section Nine – Annual travel (continued)

### What is covered.

- B Emergency travel expenses**  
The extra travel and accommodation expenses incurred by an **insured person** and up to two people who need to travel to, remain with or escort an **insured person** back to the **United Kingdom** if the qualified medical practitioner treating the **insured person** says this is necessary.
- C Repatriation expenses**  
The cost of sending an **insured person** back to the **United Kingdom** by the most suitable transport if **our** medical adviser, in consultation with the qualified medical practitioner treating the **insured person**, agrees that this is necessary. Provided that **we** will not pay for an **insured person** to be sent back more than 12 months after the date the **insured person** was injured or first became ill.

The most **we** will pay in respect of the insurance provided by paragraphs a, b and c above arising from injury or illness suffered during any one **journey** is £10,000,000.

- D Funeral expenses**  
If an **insured person** dies during a **journey**, **we** will pay up to £10,000 for funeral expenses abroad or the cost of transporting an **insured person**' remains back to the **United Kingdom**,

#### Hospital in patient Benefit

In addition to the above expense, **we** will pay up to £100 per day for each complete 24 hour period an **insured person** has to spend as a hospital in patient outside the **United Kingdom** up to a maximum of 365 days

2. **Cancellation , curtailment, missed travel arrangements and travel delay**

- A Cancellation and curtailment**  
**We** will reimburse and **insured person** in respect of irrecoverable costs for unused travel and accommodation expenses (including kennel fees) or rearranged expenses, paid or contracted to be paid, in the event that the original planned **journey** is cancelled, curtailed or rearranged as a result of;

### What is not covered.

**We** will not pay

2. The first £100 of each claim.

- A**  
In respect of cancellation, curtailment or rearrangement, more than £25,000 in respect of any one **journey**.

## Section Nine – Annual travel (continued)

### What is covered.

- i an **insured person's** death, accidental injury or illness;
- ii the death, accidental injury or illness of an **insured person's** travelling companion or an **insured person's** (or an **insured person's** travelling companion's) spouse or partner, close relative or friend, business partner or someone an **insured person** or an **insured person's** travelling companion are planning to stay with during the **journey**;
- iii an **insured person** or their travelling companion or someone an **insured person** is planning to stay with during the **journey** being
  - A put in quarantine or called for jury service or as a court witness;
  - B made redundant, as long as the redundancy qualifies for payment under current law;
  - C required to be in the **United Kingdom** following a burglary at, or major damage to their home;
- iv major damage to an **insured person's** pre-booked accommodation making it impossible for an insured person to stay there;
- v a hi-jack which prevents an **insured person** from continuing the **journey**;
- vi the cancellation or delayed departure for 24 hours or more of the scheduled transport on which an **insured person** is booked to travel because of a strike, riot, civil commotion, fire, flood, earthquake, landslip, avalanche, accident, mechanical breakdown or bad weather; or
- vii an **insured person** missing the scheduled public transport on which they are booked to travel on their outward **journey** because they are unable to leave their home in the **United Kingdom** for 24 hours or more due to snow, flood, earthquake or landslip.

### B Missed travel arrangements

We will pay an **insured person** up to £1,000 for the reasonable extra travel and accommodation expenses that they have to pay to continue or complete their **journey** if, at any time during a **journey** they miss the scheduled public **journey**, they miss the scheduled public transport on which they are booked to travel because;

### What is not covered

We will not pay

- B
  - a for missed public transport unless the **insured person** has done everything they can to arrive at the departure point in good time.
  - b for missed travel arrangements or travel delay due to a strike or industrial action which existed or for which advance warning had been given before the date on which the journey was booked.

## Section Nine – Annual travel (continued)

### What is covered.

- i they are prevented from reaching their departure point by a strike, riot, civil commotion, fire, flood, earthquake, landslide, avalanche or bad weather, or
- ii the transport in which the **insured person** is travelling to the departure point is involved in an accident or breaks down or because a fellow passenger or crew member is injured or taken ill.

### C Travel delay

If the scheduled public transport on which an **insured person** is booked to travel at either the start or the end of the **journey** has been delayed for more than 8 hours because of a strike, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, bad weather, accident or break down, **we** will pay £100.

### 3 Temporary loss of baggage

If an **insured person's** baggage is temporarily lost for more than 8 hours on the outward part of a **journey**, **we** will pay up to £500 towards the cost of buying or hiring essential and reasonable replacement items.

### 4 Travel documents

If an insured person loses or accidentally damages their essential travel documents during a **journey**, **we** will pay the cost of replacing them and for the reasonable and necessary travel and accommodation expenses an **insured person** incurs in doing so up to £1,000.

### 5 Hi-Jack and kidnap

**We** will pay £100 for each full day up to a maximum of 30 days that an **insured person** is detained as the result of a hi-jack or kidnap which starts during a **Journey**.

### 6 Personal accident

If an **insured person** suffers accidental bodily injury, during a **journey** which directly results within 12 calendar months of the date of the accident in death or **permanent disability**, **we** will pay

- a £100,000; or
- b £10,000 if the **insured person** is less than 18 years old at the time of the accident.

### What is not covered

#### We will not pay

### B

- c for missed travel arrangements unless the **insured person** provides written confirmation from the public transport carrier, or a garage or motoring organisation where appropriate, of the delay and reason for it.
- d for missed travel arrangements due to avalanche or landslide, where the **journey** was booked within 14 days of the start date and it was widely known that an avalanche or landslide had occurred at the intended resort
- e for extra travel and accommodation expenses where the tour operator has paid for alternative arrangements.

### C

For travel delays unless the **insured person** provided written confirmation from the transport company or their agents of the actual date and time of departure and the reason for the delay.

### 6

For **permanent disability** to any **insured person** under more than one of paragraphs 1,2 or 3 of the definition.

## Section Nine – Annual travel (continued)

### What is covered.

- 7 **Legal expenses**  
**We** will pay an **insured person's** (or their legal representative's) legal expenses incurred whilst negotiating for **their** legal rights to obtain compensation from a third party in respect of an **insured person's** death, bodily injury or illness, provided that
- a cover only applies for incidents occurring and notified to **us** during the **period of insurance**;
  - b a lawyer is not appointed to act for an **insured person** without **our** written agreement;
  - c in either **our** or the appointed lawyer's opinion, it is always more likely than not that the **insured person** will recover damages;
  - d an **insured person** does not appoint a lawyer to act for **them** without **our** written agreement;
  - e **we** shall not be liable for legal expenses incurred before **our** written acceptance of the claim;
  - f the **insured person** (or their legal representatives) will co-operate with **us** and an appointed lawyer at all times and provide any information and assistance required; and
  - g this cover shall not apply if legal expenses insurance is provided for the incident under Section Six - Legal expenses of this policy.

- 8 **Winter sports extension**  
 This extension will only apply if shown **your schedule**.

If an **insured person** is on a winter sports holiday, **we** will pay for the following.

- A **Ski hire**  
 Up to £50 per day for a maximum of 10 days for the reasonable cost of hiring replacement equipment if an **insured person's** skis, snowboard, poles or boots are damaged, stolen or temporarily lost for more than 8 hours during the **journey**.
- B **Ski package**  
 If an **insured person** is unable to ski or snowboard due to illness or an accident arising during a **journey** and an admissible claim for medical expenses has been agreed under this section for that illness or accident, **we** will pay up to £200 per week for a maximum of 4 weeks in reimbursement of costs the **insured person** is legally liable to pay which cannot be recovered in respect of the **insured person's** own unused ski pass, equipment hire or tuition.

### What is not covered.

**We** will not pay

- 7
- a more than £25,000 in respect of any claim for one or more **insured persons** arising out of a single incident.
  - b for any claim against a travel agent, tour operator, transport company, insurer or insurance agent.
  - c for any claim against another **insured person** or travelling companion.

## Section Nine – Annual travel (continued)

### What is covered.

- C Piste closure**  
Up to £50 per day up to a maximum of 30 days during any one **journey** for the reasonable extra travel expenses that has to be paid in order to reach the nearest alternative skiing site if all the winter sports facilities at the **insured person's** pre-booked resort are closed during a **journey** and no alternative site is available within an **insured person's** ski pass area.

### What is not covered.

**We will not pay**

- C**
- a for piste closure when the **insured person** is on a **journey** which starts or ends during the period 1st April to 31<sup>st</sup> December inclusive in the Northern Hemisphere, or during the period 1st October to 30th June inclusive in the Southern Hemisphere.
  - b for piste closure, where the **journey** was booked within 14 days of the start date and it was widely known that an avalanche or landslip had occurred at the intended resort.

## Exclusions that apply to Section Nine – Annual travel only

**We will not pay** for any claim arising from the following.

- 1 Any **journey** if, at the time of booking, an **insured person**
  - a is suffering or recovering from a serious injury or illness; or
  - b has been advised not to travel for medical reasons.
- 2 Any **journey** that
  - a is for the purpose of having medical or surgical treatment;
  - b is booked or made by anyone who is under 16 years old at the start of the **journey**, unless they are on an organised school trip or are to be accompanied for the whole trip by an adult; or
  - c is booked or made by anyone who is 71 years old or over at the start of the **period of insurance**.
- 3 Medical expenses incurred more than 12 months after the date the **insured person** was injured or first became ill.
- 4 Cancellation of any **journey** which is booked more than 12 months before its planned start date.
- 5 Cancellation or curtailment of any **journey** because of a medical condition, unless the **insured person** provides a doctor's certificate to support their claim.
- 6 Any claim
  - a for medical expenses arising out of a medical condition which an **insured person** knew about at the time the **journey** was booked or begins, unless the condition is normally stable, under control and has been without the need for in-patient or emergency medical care in the preceding 12 months and the **insured person** has not been advised not to travel.
  - b arising out of a set of circumstances which the **insured person** knew about at the time the **journey** was booked unless they could not reasonably have expected such circumstances to result in a claim.
  - c arising out of pregnancy or childbirth within two months before and two months after the estimated date of delivery.



## Exclusions that apply to Section Nine – Annual travel only (continued)

- d resulting from any emotional or psychiatric disorder or condition.
  - e resulting from the **insured person** taking or using drugs or controlled substances, other than drugs prescribed by their doctor and used properly.
  - f resulting from the **insured person** committing suicide, deliberately injuring themselves or putting themselves in unnecessary danger, unless trying to save a human life.
  - g resulting from any criminal act by an **insured person**.
- 7 The cost of any medication an **insured person** needs and was taking before the start of the **journey**.
- 8 Any claim resulting from the **insured person** taking part in any form of winter sports unless the winter sports extension to this section is states as insured in **your schedule**.
- 9 Any claim resulting from the **insured person** taking part in
- a the following winter sports; free-style skiing, ski jumping, ice hockey, use of bobsleigh runs, any competition (other than races organised by ski schools) or off-piste skiing unless the **insured person** is accompanied by a suitably experienced guide.
  - b the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**
    - i holds the British Sub Aqua Club “Sports Diver” certificate or the Professional Association of Diving Instructors “Open Water” certificate and follows the relevant Club or Association rules and guidelines at all times; or
    - ii dives only under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times.
  - c potholing, caving, hang-gliding, parachuting, sky-diving, parascending, paragliding, parasailing, land yachting, mountaineering or rock-climbing for which ropes or guides would normally need to be used, bungee jumping, white-water rafting unless the **insured person** is accompanied by a suitably qualified guide in rapids classified grade 3 and below, any kind of race (other than on foot) any endurance test or any other activity which is known to carry an increased risk of personal injury.
  - d any sporting activity for gain or reward.
  - e armed forces activities including operations, exercises or training.
  - f flying as a pilot or any other aerial activities other than travel by air as a passenger.
- 10 Any claim directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.

## Conditions that apply to Section Nine - Annual Travel only

- 1 **High risk areas**  
This section will not pay for any claim that occurs in a country that an **insured person** is visiting against the advice or recommendation of the Foreign & Commonwealth Office unless **we** give **our** written permission before they depart.
- The Foreign & Commonwealth Office website address is [www.fco.gov.uk](http://www.fco.gov.uk)
- 2 **Claims condition**  
The failure of an **insured person** to act in accordance with the following may, at **our** option, result in their claim being invalid.
- a In the event of a circumstance arising which will or may lead the **insured person** to make a claim under this section, they must notify **us** of such circumstance as soon as possible after the end of the **journey**, other than in the event of a medical emergency, when they must act in accordance with condition 3 below.
  - b The **insured person** must provide **us** with all relevant information and documentation in support of their claim that **we** reasonably require within 30 days of request.

## Conditions that apply to Section Nine – Annual travel only (continued)

- c In the event of an **insured person** suffering injury or illness resulting in a claim under this section, **we** will not make any payment unless the originals of all receipts and bills in support of the claim have been provided.
- d In the event of a claim involving injury or illness the **insured person** shall, as often as required and at **our** expense, submit to examination by a medical practitioner of **our** choice.
- e **We** shall be entitled to a post mortem examination at **our** own expense in the event of the death of an **insured person**.

### 3 Emergency assistance service

If an injury or illness affecting an **insured person** arises whilst they are on a **journey** overseas requiring in-patient hospital treatment, the emergency assistance service must be contacted as soon as possible. **Our** operator, in conjunction with the attending local practitioner, will co-ordinate the most suitable and practical solution to the medical problem, including the option of repatriation.

**We** will not have to pay medical and other expenses following injury or illness if the emergency assistance service is not contacted in the above circumstances.

## Emergency assistance service contact details

### Telephone

**0800 0281 677** (if calling from the UK)

**+44 (0) 01245 396 245** (if calling from outside the UK. Standard call charges apply)

The service is available 24 hours every day of the year. When calling, please have the following information available.

- **Your** name and the **insured person's** name.
- The telephone or fax number or email address where **you** can be contacted.
- The nature of the medical emergency.
- **Your** Markham Private Clients Home Insurance policy number.

## Notification of claims under this section

If **you** need to notify **us** of a claim, or of any circumstance that may cause a claim, other than as described in condition 3 above, in the first instance **you** should contact **your broker or insurance adviser**.

Alternatively, **you** may contact **us** on

**0800 0281 676** (if calling from the UK)

**+44 (0) 01245 396 688** (if calling from outside the UK. Standard call charges apply)

Cover is underwritten by Lloyd's Syndicate 2001, managed by Amlin Underwriting Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918.

Markham Private Clients Ltd is an Appointed Representative of La Playa Ltd which is authorised and regulated by the Financial Conduct Authority (no. 305655)