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**If you have Section Six – Annual Travel under your Markham Private Clients Home insurance, the attached card gives details of the emergency assistance contact. Please keep this on you when you travel. We would suggest that you record your Markham Private Clients policy number on with this card in the space provided.**

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# Important Information

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

Wherever words appear in **bold** type in this policy, **schedule** or any **endorsement** relating to this policy, other than in titles and paragraph headings, they will have the meanings shown in the Definitions Section of this policy unless otherwise stated.

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

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 information that **you** have provided to **us** has been used to determine not only acceptance of **your** insurance requirements but also the premium payable and any additional conditions, exclusions and/or terms that **we** believe are necessary. It is therefore imperative that, when providing this information to **us**, **you** take care not to misrepresent any information and to give **us** all the information **you** are asked for.

This policy relates ONLY to those sections which are shown in the **schedule** as being included and each **home** included under this insurance is considered to be covered as if separately insured.

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 **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.

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

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage Sections **you** have requested;
- **you** notify **your broker** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information;
- **you** take all reasonable steps to prevent loss, **damage** or an accident and keep the **buildings** in a good state of repair; and
- **you** comply with **your** duties under "Important Information – Your Duties" and **your** duties under the insurance as a whole.

Please contact **your broker** as soon as reasonably possible if this document is not correct or if **you** would like to ask any questions.

Failure to comply with the above could adversely affect **your** insurance or any claim **you** make.

# Important Information (continued)

## Your Duties

**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 **additional rebuilding expenses**;
- For **contents** – the current cost as new; and
- For **valuables, antiques and works of art, gold and silver** – the current market value.

**You** must notify **your broker**:

- As soon as reasonably possible if **you** become aware that information **you** have given **us** is inaccurate;
- within 14 days of **you** becoming aware of any changes in the information **you** have provided to **us** which happen before or during the **period of insurance**;
- at least 30 days before **you** start any work to extend, renovate, build or demolish any part of the **buildings**, or any work involving the use of heat, where the contract value is more than £100,000;
- if **you** make any changes that will downgrade the security or fire protections at **your home**;
- if **you** stop using **your home** as **your permanent home**; or
- if **you** regularly leave **your home unoccupied** or regularly leave **your home** unattended at night.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or of planned building works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with “Other Important Information – How to cancel this insurance” on page 6.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

## Information you have given us

**We** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

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

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place from the start of the period of insurance; or
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with “Other Important Information – How to cancel this insurance” on page 6.

**We** or **your broker** will write to **you** if **we**:

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

## Other Important Information

### How to amend this insurance

If **you** would like to make changes to **your** insurance please contact **your broker**.

**You** must tell **your broker** as soon as reasonably possible of any change to **your** circumstances and/or the information **you** and/or **your broker** have previously provided during the **period of insurance** to allow **us** to reassess **your** insurance risk. Changes that should be notified, which apply to all members of **your** household, include (but are not limited to):-

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

Changes to **your home** that should be notified include (but are not limited to):-

- a change of address;
- **your home** no longer being in a good state of repair;
- a change to the use of **your home**, including any **business** use;
- any works being carried out at **your home** with a contract value of more than £100,000;
- if **you** downgrade the security or fire protections at **your home**;
- if **you** stop using the **home** as **your** permanent **home**;
- if **you** regularly leave **your home unoccupied/unattended** at night.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance, require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with "Other Important Information – How to cancel this insurance" on page 6.

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

REMEMBER - failure to notify **us** of changes may affect any claim **you** make.

### Renewal of this insurance

When **your** policy is due for renewal, **we** may offer to renew it for **you** automatically. This would mean **you** do not need to confirm **your** intention to renew before this policy ends. If **we** offer to do this for **you**, **your broker** will contact **you** before the **period of insurance** ends with full details of **your** next year's premium and policy terms and conditions. If **you** do not want to renew this policy, please contact **your broker** before the renewal date. Occasionally, **we** may not be able to offer to renew **your** policy. If this happens, **your broker** will contact **you** at least 21 days before the expiry of **your** policy to allow enough time for **you** to make alternative insurance arrangements.

## Other Important Information (continued)

### How to cancel this insurance

#### During the cooling off period

**You** may cancel this insurance within 14 days:

- of buying this insurance or
- of the day on which **you** receive the insurance documents,

whichever is later, by writing to **your broker**. **We** will provide a full refund of the premium paid unless **you** have made a claim on this insurance. **We** can decide not to refund any premium if **you** have made a claim or there has been an event that could result in a claim being made on this insurance.

#### After the cooling off period

If **you** cancel this insurance outside the cooling off period, provided **you** have not made a claim, or there has not been an event that could result in a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for the time for which **you** have been covered. If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

**We** may cancel this insurance where there is a valid reason by giving **you** 30 days' notice in writing. **We** will only do this for a valid reason. Examples of valid reasons are as follows:

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Failure to comply with **your** duties under "Important Information - Your Duties" on page 4;
- Failure to inform **us** of changes to information provided by **you** on **your** proposal form/statement of fact; and
- Failure to implement changes that have been requested by **us**.

Any refund of premium due to **you** will depend on how long this insurance has been in force. For example, if you have been covered for six months, the deduction for the time you have been covered will be half the annual premium.

#### Important Note

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

### How to make a claim

**We** aim to provide a first class claims 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.

In the event of a claim or possible claim under this insurance please contact **your broker** or the claims handler using the contact details shown in **your schedule**.

The procedures differ across the Sections of this policy in order to reflect the different types of claim **you** might have and services that **you** may need.

## Other Important Information (continued)

**We** have set out below how to find what **you** need to know to make a claim or use a service under the applicable Section of this policy.

### **Sections One to Six**

#### **Your duties:**

- 1) **You** must notify **your broker** or the claims handler as soon as reasonably possible giving full details of what has happened. **You** must however provide full details within thirty days. The contact details for reporting a claim are shown in **your schedule**.
- 2) **You** must supply any other information we may reasonably require, including proof of ownership and value, within thirty days.
- 3) **You** must inform the police as soon as reasonably possible following malicious acts, violent disorder, riots, civil commotion, theft, attempted theft or loss of property.
- 4) If a claim for liability is made against **you**, **you** must as soon as reasonably possible forward to **your broker** or the claims handler 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.

#### **Defending claims**

**We** may:

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

Please note there are also claims conditions that apply to individual Sections of this policy, as detailed below:

- Conditions that only apply to Section One – Buildings *on page 25*
- Conditions that only apply to Section Two – Contents *on page 33*
- Conditions that only apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver *on page 36*
- Condition that only applies to Section Four – Accidents to Domestic Employees *on page 37*
- Conditions that only apply to Section Six – Annual Travel *on page 48*

### **Section Seven – Legal Expenses**

If **you** need to make a claim under this Section **you** must notify **us** as soon as reasonably possible.

**You** can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698, or at any time of the day by downloading one at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims).

Please also refer to “Conditions that only apply to Section Seven – Legal Expenses” *on page 57*.



## Other Important Information (continued)

### **Section Eight – Helplines**

If **you** require assistance, **you** should contact the applicable service using the numbers shown below:

Legal and tax advice:	Call <b>our</b> confidential legal and tax advice helpline on 0330 303 1839. The legal advice helpline is open 24 hours a day, 365 days a year. Tax advice is available between 9am and 5pm on weekdays (except bank holidays).
Identity theft:	Call 0333 000 2083 between 8am and 8pm.
Consumer Legal Services:	Register at <a href="http://www.araglegal.co.uk/arag">www.araglegal.co.uk/arag</a> and enter voucher code AFE48BBE98B5 to access <b>our</b> digital law guide and download legal documents to help with consumer legal matters.

Please also refer to Section Eight *on page 60* for full details of these services.

### **Section Nine – Home Emergency**

Please telephone **0330 303 1841** as soon as reasonably possible (lines are open 24 hours a day, 365 days a year).

Please provide **us** with **your** name, address, postcode and the nature of the problem. Also, please refer to “How to make a claim” *on page 63*.

### **Fraudulent claims**

If **you**, or anyone acting on **your** behalf, make a claim or any statement knowing it to be false or fraudulent in any way, **we** will cancel this policy from the date of the fraudulent claim or when the false or fraudulent statement was made and all benefits under this policy will cease. This means we will not pay the false or fraudulent claim, or any subsequent claim.

### **Complaints**

#### **How to make a complaint**

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

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **your broker** or the following:

**Sections 1 to 6:** Please contact **us**

**Sections 7 to 9:** Please contact **ARAG**

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights. **Our** contact details are:

**Sections 1 to 6:**

<b>Post:</b>	Complaints, MS Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.
<b>Telephone:</b>	+44 (0) 20 7746 1300
<b>Fax:</b>	+44 (0) 20 7746 1001
<b>Email:</b>	<a href="mailto:complaints@amlin.com">complaints@amlin.com</a>
<b>Website:</b>	<a href="http://www.amlin.com">www.amlin.com</a>

## Other Important Information (continued)

### Sections 7 to 9:

**Post:** Customer Relations Department, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN  
**Telephone:** +44 (0) 117 917 1561  
**Email:** [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)  
**Website:** [www.arag.co.uk](http://www.arag.co.uk)

If **you** complaint cannot be resolved within two weeks, or if **you** have not received a response within two weeks, **you** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **your** complaint and provide **you** with a written final response. Lloyd's contact details are:

**Post:** Complaints, Lloyd's, One Lime Street, London EC3M 7HA  
**Telephone:** +44 (0) 20 7327 5693  
**Fax:** +44 (0) 20 7327 5225  
**Email:** [complaints@lloyds.com](mailto:complaints@lloyds.com)

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, or if **you** have not received a written final response within eight weeks from the date **your** complaint was received, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are:

**Post:** The Financial Ombudsman Service, Exchange Tower, London E14 9SR  
**Telephone:** Fixed: 0800 0234567 Mobile: 0300 1239123  
Outside UK: +44 (0) 20 7964 0500  
**Fax:** +44 (0) 20 7964 1001  
**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of **our** final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

### Compensation (Financial Services Compensation Scheme)

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this policy. If **you** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website [www.fscs.org.uk](http://www.fscs.org.uk).

### Privacy Notice

#### Information we process

**You** should understand that information **you** provide, have provided and may provide in future will be processed by **us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

## Other Important Information (continued)

### Information containing personal and sensitive personal information

Information **we** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **your** health and/or any criminal convictions.

**We** will not use personal and/or sensitive personal information except for the specific purpose for which **you** provide it and to carry out the services as set out within this notice.

### Collecting electronic information

If **you** contact **us** via an electronic method, **we** may record **your** Internet electronic identifier i.e. **your** internet protocol (IP) address. **Your** telephone company may also provide **us** with **your** telephone number.

### How we use your information

**Your** personal and/or sensitive personal information may be used by **us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

### Who we share your information with

**We** may pass **your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

**We** may also share **your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within the MS Amlin Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

**We** will not disclose **your** personal and/or sensitive personal information to anyone outside the MS Amlin Group of companies except:

- where **we** have **your** permission;
- where **we** are required or permitted to do so by law;
- to other companies who provide a service to **us** or **you**; and/or
- where **we** may transfer rights and obligations under the insurance.

### Why it is necessary to share information

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property **damage**;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **we** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

## Other Important Information (continued)

### The transferring of information outside the European Economic Area

In providing insurance services, **we** may transfer **your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens **we** will ensure that appropriate measures are taken to safeguard **your** personal and/or sensitive personal information.

### Access to your information

**You** have a right to know what personal and/or sensitive personal information **we** hold about **you**. If **you** would like to know what information **we** hold, please contact the Data Protection Officer at the address listed within this notice, stating the reason for **your** enquiry. **We** may write back requesting **you** to confirm **your** identity, **we** may also charge a fee of £10 for processing **your** enquiry.

If **we** do hold information about **you**, **we** will:

- give **you** a description of it;
- tell **you** why **we** are holding it;
- tell **you** who it could be disclosed to; and
- let **you** have a copy of the information in an intelligible form.

If some of **your** information is inaccurate, **you** can ask **us** to correct any mistakes by contacting **our** Data Privacy Officer.

### Providing consent to process your information

By providing **us** with **your** personal and/or sensitive personal information, **you** consent to **your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **you** supply **us** with personal information and/or sensitive personal information of other people, please ensure that **you** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

**You** should understand that if **you** do not consent to the processing of **your** information or **you** withdraw consent, **we** may be unable to provide **you** with insurance services.

### Changes to this Notice

**We** keep **our** privacy notice under regular review. This notice was last updated on the 20<sup>th</sup> October 2015.

### Contacting us

If **you** have any questions relating to the processing of **your** information, please write to:

The Amlin Data Privacy Officer, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.

**You** can also email **us** at: [dataprivacyofficer@amlin.com](mailto:dataprivacyofficer@amlin.com)

For information about the MS Amlin Group of companies please visit [www.amlin.com](http://www.amlin.com)

### Rights of Third Parties

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

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## Other Important Information (continued)

### Choice of Law and Jurisdiction

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this policy will be subject to the exclusive jurisdiction of the courts of England unless, at the commencement of the **period of insurance**, **you** are either:

- a) a resident of; or
- b) a business with its registered office or principal place of business is situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and this policy will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

### Language

The language of **your** policy and any communication throughout the duration of the **period of insurance** will be English.

### Sanctions

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

### Taxes

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

### Our Regulator

Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of MS 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. Amlin UK Limited is registered in England No. 02739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG

# Definitions

The following words will have the same meaning wherever they appear in this policy, other than in titles and paragraph headings, unless otherwise shown in a particular policy Section. To help identify these words they will appear in **bold** in this policy wording. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

<b>Additional rebuilding expenses</b>	Architects', surveyors', consulting engineers', land agents' fees and legal fees, the cost of removing debris and making the <b>buildings</b> safe; and costs <b>you</b> are responsible for to meet any government or local authority requirements following <b>damage</b> to the <b>buildings</b> which is covered under Section One – Buildings.
<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, paintings, drawings, prints, etchings, manuscripts, photographs, objets d'art, china, glass, porcelain, sculptures inside and outside <b>your home</b> , rugs, tapestries, wine, clocks, barometers and all other collectable property owned by <b>you</b> or for which <b>you</b> are legally responsible and which is not <b>business</b> property.
<b>ARAG/our administrators</b>	<b>ARAG</b> Plc registered in England number 02585818; registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN, who <b>we</b> have authorised to administer Sections 7-9 of this insurance. <b>ARAG</b> Plc is authorised and regulated by the Financial Conduct Authority firm registration 452369.
<b>Buildings</b>	The <b>home</b> , its' decorations and <b>tenant's improvements</b> including: <ul style="list-style-type: none"><li>• fixtures and fittings attached to <b>your home</b> (including radio and television aerials, satellite dishes, their fittings and masts and solar panels attached to the building);</li><li>• fixed water tanks, apparatus and pipes;</li><li>• underground service pipes and cables, sewers, drains and septic tanks; and</li><li>• permanently installed lighting, swimming 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> owned by <b>you</b> or for which <b>you</b> are legally responsible within the <b>premises</b> .
<b>Business</b>	Any professional activity or non-manual <b>business</b> carried out at <b>your home</b> .
<b>Computer viruses</b>	Any instruction from an unauthorised source that spreads itself over a computer system or network and corrupts information.
<b>Contents</b>	Household goods and personal possessions, which belong to <b>you</b> or for which <b>you</b> are legally responsible. <b>Contents</b> includes: <ul style="list-style-type: none"><li>• <b>money</b> and <b>credit cards</b>;</li><li>• deeds and registered bonds;</li><li>• radio and television aerials, satellite dishes, their fittings and masts which are attached to <b>your home</b>;</li><li>• fridge and freezer contents;</li><li>• garden furniture and items normally kept outdoors;</li><li>• guns;</li><li>• furs;</li><li>• <b>home office equipment</b>; and</li><li>• tenants' fixtures and fittings.</li></ul>

## Definitions (continued)

**Contents** does not include:

- motor vehicles (other than domestic garden machinery and quad bikes used within the **premises**, golf buggies, non-motorised trailers and mobility aids);
- caravans or their accessories;
- any living creature, pet or livestock;
- plants or trees;
- aircraft;
- watercraft (other than manually operated rowing boats, punts or canoes, stand up paddle boards, sailboards or dinghies including their accessories);
- any part of the **buildings**; and
- any property held or used for business purposes other than **home office equipment**.

### **Credit cards**

Credit, charge, debit, cheque, bank, prepaid and cash dispenser cards.

**Credit cards** does not include:

- store cards and loyalty cards which cannot be used as a means to purchase goods and services and;
- **credit cards** used for or held for any trade, business or professional purposes.

### **Damage**

Physical **damage** to or destruction of property.

### **Domestic employees**

Any person working for **you** in connection with domestic duties who is:

- Employed by **you** under a contract of service; or
- Self-employed and working on a labour-only basis under **your** control or supervision.

### **Endorsement**

A change in the terms and conditions of this insurance.

### **Excess**

The first part of any claim which **you** must pay.

### **Garden**

The ground next to **your home** and within the **premises** named in the **schedule** which is used only

- for growing flowers, plants, trees, shrubs, fruit and vegetables (but not as a **business**); and
- as a place to relax and enjoy.

The **garden** does not include

- woods and paddocks.

### **Gold and silver**

**Gold and silver** and **gold and silver** plated items.

### **Heave**

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

### **Home**

The private dwelling built of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

### **Home office business**

Office work carried out in **your home**.

### **Home office equipment**

Computer equipment, printers, office furniture, supplies, telecommunication equipment, stationery, books, records and documents used to conduct business from **your home**, owned by **your** business or for which **your business** is legally responsible.

## Definitions (continued)

<b>Incidental farming</b>	Farming carried out by <b>you</b> on a part time basis at the <b>premises</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>Landslip</b>	Downward movement of sloping ground.
<b>Money</b>	All of the following held or used for private domestic purposes: <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 and gift tokens; and</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>Permanent physical injury</b>	<ul style="list-style-type: none"><li>• Loss by physical separation of an arm or hand or a leg at or above the ankle;</li><li>• Permanent loss of use of a complete arm, foot or leg; or</li><li>• Loss of sight resulting in the injured person being eligible for certification as registered blind;</li></ul> occurring during the <b>period of insurance</b> .
<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> , details of the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the <b>Sections</b> of this insurance and any <b>endorsements</b> which apply.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates or tiles.
<b>Subsidence</b>	Downward movement of the site on which <b>your buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves.
<b>Tenant's 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>	Any act(s) including but not limited to: <ul style="list-style-type: none"><li>• the causing, occasioning or threatening of harm of whatever nature and by whatever means; and</li><li>• putting the public or any section of the public in fear in circumstances in which it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological or similar nature.</li></ul>
<b>United Kingdom</b>	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Unoccupied</b>	If at the time of the loss or <b>damage</b> the <b>premises</b> have not been lived in for 60 consecutive days or are not sufficiently furnished for normal living purposes.



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## Definitions (continued)

<b>Valuables</b>	<ul style="list-style-type: none"><li>• Jewellery including unset precious or semi precious stones; and</li><li>• Watches.</li></ul>
<b>We, us or our</b>	Lloyd's Syndicate 2001, managed by MS Amlin Underwriting Limited through its appointed representative Amlin UK Limited.
<b>You/your</b>	The person or people named in the <b>schedule</b> as the Insured and all permanent members of <b>your home</b> (including resident <b>domestic employees</b> and those in full-time education).
<b>Your broker</b>	The person, people or company who arranged this insurance for <b>you</b> .

# General exclusions

## a) **Building Works**

**We** will not pay for loss, **damage** or liability caused by building works over £100,000 in value that take place at **your home**, unless **you** notify **us** at least 30 days before the building works begin.

If **you** enter into an agreement with a contractor which needs specific or joint insurance, regardless of the cost of the building works, **you** must tell us at least 30 days before the building works begin.

Failure to notify **us** may result in any claim **you** make in relation to loss, **damage** or liability caused by the building works not being covered.

## b) **Biological, chemical, radioactive or nuclear contamination**

**We** will not pay for loss, **damage** or additional expense arising from:

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

**We** will not pay for loss, **damage** or additional expense caused by or contributed to by biological or chemical contamination due to or arising from:

- a) **terrorism**; and
- b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.

## c) **Electronic data**

**We** will not pay for:

- i. loss of or **damage** to any property, or additional expense arising from; or
- ii. any legal liability directly or indirectly caused by or contributed to, by or arising from;
  - a) **computer viruses**, erasure or corruption of electronic data; or
  - b) the failure of any equipment to correctly recognise the date or change of date.

## d) **Existing, deliberate and indirect damage**

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

- i. occurring before or arising from an event before the beginning of the **period of insurance**;
- ii. caused deliberately by **you** or any person acting on **your** behalf, unless the loss or **damage** was caused by a **domestic employee**; or
- iii. not directly caused by the event that caused **you** to claim unless expressly stated in this insurance.

## e) **War**

**We** will not pay for any loss, **damage** or liability caused by or happening through 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 **damage** to property by or under the order of any government or public or local authority.

## f) **Pollution**

**We** will not pay for pollution or contamination by naturally occurring or man-made substances, forces or organisms, or any combination of them, whether permanently or transitory and however occurring. This exclusion does not apply to:

- i. a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the **period of insurance**; or
- ii. oil escaping from a domestic oil installation at the **premises** or any neighbouring property, provided that **we** are advised as soon as reasonably possible following **your** becoming aware, or when **you** ought to have become aware, of such leakage.

# General conditions

## a) Building Works

**You** must tell **your broker** at least 30 days before **you** start any building works over £100,000 in value. When **we** receive this notice **we** have the option to change the conditions of this insurance.

If **you** enter into an agreement with a contractor which needs specific or joint insurance, regardless of the cost of the building works, **you** must tell us at least 30 days before the building works begin.

Failure to notify **us** may result in any claim **you** make in relation to loss, **damage** or liability caused by the building works not being covered.

## b) Policy Coverage

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

## c) 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 or a similar index **we** have appropriately chosen

Section Two (**contents**)      The Consumer Durables Section of the General Index of Retail Prices or a similar index **we** have appropriately 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 sums insured.

## d) Other insurance

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

This clause does not apply to Section Two H – Fatal Injury *on page 29*.

## e) Excess

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

<u>Section</u>	<u>Applicable excess</u>
Section One – Buildings	£1,000 in respect of <b>subsidence, landslip or heave</b> ; Nil in respect of lock replacement; £250 in respect of all other claims
Section Two – Contents	Nil in respect of lock replacement, fatal injury, hole in one cover or freezer contents; £250 in respect of all other claims
Section Three – Valuables, Antiques and Works of Art, Gold and Silver	Nil
Section Four – Accidents to Domestic Employees	Nil
Section Five – Legal Liability to the Public	Nil
Section Six – Annual Travel	£250 in respect of medical expenses, emergency travel, repatriation, cancellation, curtailment or missed travel arrangements.

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## General conditions (continued)

Section Seven – Legal Expenses	Nil
Section Eight – Helplines	Nil
Section Nine – Home Emergency	Nil

**f) Excess Waiver**

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 event under more than one Section, **we** will only deduct one **excess** and this will be the highest applicable **excess**.

# Section One – Buildings

Covering **your home** and **tenant's improvements** as defined in this policy.

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

What is covered	What is not covered
<p>This insurance covers the <b>buildings</b> for loss or <b>damage</b>.</p>	<p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>a) Loss or <b>damage</b> directly or indirectly caused by or arising from:               <ul style="list-style-type: none"> <li>i. warping, shrinking or normal settlement or collapse;</li> <li>ii. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould, or anything which happens gradually;</li> <li>iii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;</li> <li>iv. dryness, dampness, extremes of temperature or exposure to light;</li> <li>v. chewing, scratching, tearing or fouling by <b>your</b> domestic pets. However, this exclusion shall not apply if the total amount of all such claims during the <b>period of insurance</b> is less than £7,500;</li> <li>vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the <b>premises</b>.</li> </ul> </li> <li>b) Loss or <b>damage</b> to gates, fences and hedges caused by storm, flood or weight of snow.</li> <li>c) The cost of general maintenance, electrical or mechanical faults or breakdown.</li> <li>d) Loss or <b>damage</b> caused by frost other than to fixed water tanks, apparatus or pipes.</li> <li>e) Loss or <b>damage</b> while the <b>buildings</b> are <b>unoccupied</b> unless the loss or <b>damage</b> is caused by:               <ul style="list-style-type: none"> <li>i. fire, lightning, explosion or earthquake;</li> <li>ii. aircraft and other flying devices or items dropped from them;</li> <li>iii. storm, flood or weight of snow;</li> <li>iv. collision by any vehicle or animal;</li> <li>v. <b>subsidence, heave</b> or <b>landslip</b>.</li> </ul> </li> </ul>

## Section One – Buildings (continued)

What is covered	What is not covered
	<p>f) Loss or <b>damage</b> caused by <b>subsidence, heave or landslip</b>:</p> <ul style="list-style-type: none"> <li>i. to domestic fixed fuel tanks, swimming pools, tennis courts, driveways, patios, terraces, walls, gates, fences, hedges, footpaths, bridges, culverts, permanently installed hot tubs and wind turbines unless the private dwelling is also affected at the same time by the same event;</li> <li>ii. to solid floors, unless the walls of the private dwelling are damaged at the same time by the same event;</li> <li>iii. 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;</li> <li>iv. due to faulty design, faulty workmanship or faulty materials; or</li> <li>v. as a result of the coast or riverbank wearing away.</li> </ul> <p>g) Loss or <b>damage</b> caused by frost to permanently installed hot tubs.</p> <p>h) Loss or <b>damage</b> where <b>you</b> sign an agreement with a contractor which needs specific or joint insurance without getting <b>our</b> agreement first.</p>

This section of the insurance also covers	We will not pay
<p><b>A) Alternative Accommodation and Rent</b></p> <ul style="list-style-type: none"> <li>a. Loss of rent due to <b>you</b> and ground rent payable to <b>you</b> which <b>you</b> cannot recover; and</li> <li>b. The extra costs of using other accommodation, for <b>you</b> and <b>your</b> domestic pets, as similar to <b>your</b> existing accommodation as possible which <b>you</b> have to pay while the <b>buildings</b> cannot be lived in following loss or <b>damage</b> that is covered under Section One.</li> </ul>	<ul style="list-style-type: none"> <li>a) For loss of rent for more than 60 months;</li> <li>b) For the extra costs of other accommodation for more than 60 months. If <b>you</b> claim for costs of other accommodation under Sections One and Two, <b>we</b> will not pay for costs of other accommodation for a period of more than 60 months in total.</li> </ul>
<p><b>B) Compulsory Evacuation</b></p> <p>The extra costs for up to 60 days of other accommodation for <b>you</b> and <b>your</b> domestic pets, as similar to <b>your</b> existing accommodation as possible, due to a local or police authority preventing <b>you</b> from living in <b>your home</b> because of loss or <b>damage</b> to a neighbouring property.</p>	

## Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
<p><b>C) Trace and Access</b></p> <p>The cost of finding the source of any water or oil which has escaped from any fixed tanks, apparatus, pipes or any fixed domestic heating installation within the boundary of <b>your home</b> for which <b>you</b> are legally responsible.</p>	<p>More than the sum insured during the <b>period of insurance</b>.</p>
<p><b>D) Loss of Domestic oil</b></p> <p>Up to £20,000 during the <b>period of insurance</b> for accidental loss of domestic heating oil.</p>	<p>More than £20,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>E) Increased Metered Water Charges</b></p> <p>Up to £50,000 during the <b>period of insurance</b>, for increased metered water charges <b>you</b> have to pay after water escapes which gives rise to a claim <b>we</b> accept under Section One.</p>	<p>More than £50,000 in total during the <b>period of insurance</b> if <b>you</b> claim for loss under Sections One and Two.</p>
<p><b>F) Garden Cover</b></p> <p>Costs <b>you</b> have to pay to restore <b>your garden</b> following loss or <b>damage</b> by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or <b>damage</b> caused by people acting maliciously or the emergency services.</p>	<p>a) For more than £2,500 for any one plant, tree or shrub;</p> <p>b) For more than 10% of the <b>buildings</b> sum insured during the <b>period of insurance</b>.</p>
<p><b>G) Selling Your Home</b></p> <p>Anyone buying <b>your home</b> will have the benefit of the protection provided under Section One between exchange of contracts and when the sale is completed.</p>	<p>If the <b>buildings</b> are insured under any other insurance.</p>
<p><b>H) Additional Fees and Costs</b></p> <p>Expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for <b>additional rebuilding expenses</b> following loss or <b>damage</b> to the <b>buildings</b> which is covered under Section One.</p>	<p>a) For any expenses for preparing a claim or an estimate of loss or <b>damage</b>; or</p> <p>b) For any costs if government or local authority requirements had been served on <b>you</b> before the loss or <b>damage</b>.</p>
<p><b>I) New Fixtures and Fittings</b></p> <p>Up to 25% of the <b>buildings</b> sum insured in any one <b>period of insurance</b> for loss or <b>damage</b> to new fixtures and fittings, fitted furniture and fitted appliances within <b>your home</b> which are waiting to be installed, as long as <b>you</b> notify <b>us</b> within 30 days of delivery.</p>	<p>a) For any loss or <b>damage</b> caused while installing the fixtures and fittings; or</p> <p>b) For items left in the open.</p>

## Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
<p><b>J) Unfixed Building Materials</b></p> <p>Up to £50,000 in any one <b>period of insurance</b> for loss or <b>damage</b> to unfixed building materials and supplies owned by <b>you</b> and kept within <b>your home</b> for use in the construction, maintenance or alteration of <b>your home</b>.</p>	<p>a) For any loss or <b>damage</b> caused while installing the unfixed building materials; or</p> <p>b) For items left in the open.</p>
<p><b>K) Replacement Locks</b></p> <p>Costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors and windows in <b>your home</b> following theft or loss of keys.</p>	
<p><b>L) Security Upgrade</b></p> <p>Up to £25,000 in any one <b>period of insurance</b> towards the cost of upgrading <b>your</b> alarm and security systems following a physical criminal assault on <b>you</b> at <b>your home</b>.</p>	<p>a) For any cost unless <b>you</b> obtain <b>our</b> agreement first;</p> <p>b) Following any domestic dispute;</p> <p>c) More than £25,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>M) Counselling Fees</b></p> <p>Up to £5,000 during the <b>period of insurance</b> for professional counselling fees following a physical criminal assault on <b>you</b> at <b>your home</b>.</p>	<p>a) For any cost unless <b>you</b> obtain <b>our</b> agreement first;</p> <p>b) Following any domestic dispute;</p> <p>c) More than £5,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>N) Essential Alterations</b></p> <p>Up to £50,000 during the <b>period of insurance</b> towards essential alterations to <b>your home</b> if <b>you</b> sustain a <b>permanent physical injury</b> as a direct result of a sudden, identified, unexpected and unforeseen accident.</p>	<p>a) For any cost unless <b>you</b> obtain <b>our</b> agreement first;</p> <p>b) For <b>your domestic employees</b>;</p> <p>c) If such <b>permanent physical injury</b> has been self-inflicted;</p> <p>d) More than £50,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>O) Temporary Removal of Permanent Fixtures</b></p> <p>Up to 10% of the <b>buildings</b> sum insured following loss or <b>damage</b> that is covered under Section One in any one <b>period of insurance</b> to permanent fixtures removed from the <b>buildings</b> for up to 60 days for repair, restoration or safekeeping.</p>	<p>For loss or <b>damage</b> 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.</p>
<p><b>P) Medical Emergency</b></p> <p>Up to £5,000 towards the cost of repairing <b>your home</b> as a result of loss or <b>damage</b> following forcible entry to <b>your home</b> to attend a medical emergency.</p>	



## Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
<p><b>Q) Extended Replacement Cost</b></p> <p>Where <b>you</b> have a professional valuation for <b>your home</b>, completed within the last 5 years, that <b>we</b> have seen and approved and the sums insured reflect this, taking into consideration an amount for index-linking, <b>we</b> will pay for the cost of rebuilding or repairing <b>damage</b> that is covered under this insurance.</p>	<p>a) Unless <b>you</b> tell <b>us</b> about any additions, alterations or improvements <b>you</b> have made since the valuation was carried out and <b>you</b> have amended the sum insured to take into account any such additions, alterations or improvements;</p> <p>b) If <b>your home</b> is grade I or grade A listed.</p>
<p><b>R) Similar Property Purchase</b></p> <p>In the event the <b>buildings</b> of <b>your home</b> are damaged beyond economical repair, and permission to rebuild is refused by <b>your</b> local authority, <b>we</b> agree to pay up to 125% of the rebuilding cost of <b>your home</b> to help <b>you</b> purchase a similar property in the same area.</p>	<p>Unless the sum insured corresponds with a professional valuation, completed within the last 5 years that <b>we</b> have seen and approved.</p>
<p><b>S) Domestic Utility Expenses</b></p> <p>Following loss or <b>damage</b> to the solar panels attached to <b>your home</b> or wind turbines at <b>your premises</b>, <b>we</b> will pay <b>you</b> for the loss of income which would have been payable to <b>you</b> from <b>your</b> energy supplier had the loss or <b>damage</b> not occurred.</p>	<p>For more than 60 days.</p>
<p><b>T) Environmental Upgrades</b></p> <p>If, following a claim under this Section, <b>you</b> decide to install a solar, wind or geothermal power generating system to <b>your home</b>, <b>we</b> will pay towards the cost of installing such a system.</p> <p>The most <b>we</b> will pay during the <b>period of insurance</b> is £5,000 or 10% of the insured cost of repairs to the damaged property, whichever is the lesser.</p>	<p>a) Unless the heating system at <b>your home</b> is damaged and such <b>damage</b> is part of the loss or <b>damage</b> <b>we</b> have agreed to pay under this Section;</p> <p>b) Unless the covered loss <b>we</b> have agreed to pay is more than £10,000;</p> <p>c) If, at the time of the loss, there is already a solar, wind or geothermal power generating system in operation at <b>your home</b>.</p>
<p><b>U) Fly Tipping</b></p> <p>Up to £50,000 during the <b>period of insurance</b> to cover the reasonable and necessary costs incurred by <b>you</b> in removing rubbish and waste material which has been deposited on land at <b>your premises</b> without <b>your</b> permission.</p>	
<p><b>V) Home Upgrades</b></p> <p>If <b>we</b> have agreed <b>your</b> claim for loss or <b>damage</b> caused by escape of water or flood, <b>we</b> will contribute towards the cost of improvements intended to lessen or prevent a future occurrence of the same type.</p> <p>The most <b>we</b> will pay during the <b>period of insurance</b> is £5,000 or 10% of the insured cost of repairs to the damaged property, whichever is the lesser.</p>	<p>Unless the covered loss <b>we</b> have agreed to pay is more than £10,000.</p>

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## Section One – Buildings (continued)

### Conditions that only apply to Section One – Buildings

#### 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, less any **excess** applicable, so 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 a good state of repair.
- 2) If a loss is paid under sub heading R of this Section, **you** will assign all title to the **premises** to **us** and pay **us** all monies **you** may receive as salvage.
- 3) **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**.

### Limitations that apply to Section One – Buildings

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver on pages 18 and 19**.
- 2) **We** will not pay more than the sums insured for each **premises** shown in the **schedule** other than in accordance with sub headings Q and R *on page 24*.

# Section Two – Contents

Covering the **contents** of **your home** as defined in this policy.

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

What is covered	What is not covered
<p>This insurance covers the <b>contents</b> for loss or <b>damage</b> while at <b>your home</b> and while they are temporarily away from <b>your home</b> anywhere in the world.</p>	<p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>a) Loss or <b>damage</b> directly or indirectly caused by or arising from:               <ul style="list-style-type: none"> <li>i. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;</li> <li>ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;</li> <li>iii. dryness, dampness, extremes of temperature or exposure to light;</li> <li>iv. chewing, scratching, tearing or fouling by <b>your</b> domestic pets. However, this exclusion shall not apply if the total amount of all such claims during the <b>period of insurance</b> is less than £7,500;</li> <li>v. dyeing, cleaning, repairing, renovating, restoration; or</li> <li>vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the <b>premises</b>.</li> </ul> </li> <li>b) The cost of general maintenance or routine redecoration.</li> <li>a) Loss or <b>damage</b> caused by mechanical or electrical faults or breakdown.</li> <li>b) Loss or <b>damage</b> to property in the open caused by storm, flood or weight of snow.</li> <li>e) Loss or <b>damage</b> to freezer contents resulting from the failure of <b>your</b> gas or electricity supply caused by strike or any other industrial action.</li> <li>f) Loss or <b>damage</b> to any item being transported, unless it is suitably packed and secured, given the nature of the item and how it is transported.</li> </ul>

## Section Two – Contents (continued)

What is covered	What is not covered
	g) Loss or <b>damage</b> caused by <b>subsidence, heave or landslip</b> ; i. as a result of the coast or riverbank wearing away; ii. if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law; or iii. due to faulty design, faulty workmanship or faulty materials.

## Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
<p><b>A) Glass and Sanitary Ware</b></p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> <li>a. fixed glass and double glazing; and</li> <li>b. <b>sanitary ware</b></li> </ul> <p>forming part of the <b>buildings</b> which <b>you</b> are legally responsible for as a tenant and do not have other insurance for.</p>	
<p><b>B) Loss of Rent</b></p> <p>Rent <b>you</b> have to pay as occupier if the <b>buildings</b> cannot be lived in following loss or <b>damage</b> that is covered under Section Two.</p>	<p>Rent for more than 60 months.</p>
<p><b>C) Alternative Accommodation</b></p> <p>The extra costs of using other accommodation, for <b>you</b> and <b>your</b> domestic pets, as similar to <b>your</b> existing accommodation as possible, which <b>you</b> have to pay for if the <b>buildings</b> cannot be lived in following loss or <b>damage</b> that is covered under Section Two.</p>	<p>For the extra costs of other accommodation for more than 60 months. If <b>you</b> claim for costs of other accommodation under Sections One and Two, <b>we</b> will not pay for costs of other accommodation for a period of more than 60 months in total.</p>
<p><b>D) Home Office Business</b></p> <p><b>You</b> for <b>your</b> increased cost of carrying on <b>your home office business</b> caused only and directly by the following:</p> <ul style="list-style-type: none"> <li>a. Loss or <b>damage</b> to <b>your buildings</b> or <b>home office equipment</b> which is covered under this insurance; or</li> <li>b. accidental failure in the supply of gas, water, electricity or telephone service to <b>your home</b> for more than 72 consecutive hours during the <b>period of insurance</b>.</li> </ul> <p>Cover will start from the date on which the loss or <b>damage</b> happens or the service interruption starts. It will continue until <b>you</b> are able to start work at <b>your home</b> again but for no longer than 12 months.</p> <p>The amount <b>we</b> pay will be the extra necessary and reasonable costs <b>you</b> have to pay to continue <b>your home office business</b>, less any savings which result from the reduced costs and expenses during the time <b>your</b> work is interrupted.</p>	<ul style="list-style-type: none"> <li>a) For any amount over £50,000; or</li> <li>b) For any increased cost of carrying on <b>your home office business</b> directly or indirectly caused by or resulting from an act of <b>terrorism</b>.</li> </ul>

## Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
<p><b>E) Tenant's Liability</b></p> <p>Your legal responsibility as a tenant for loss of or <b>damage</b> to the <b>buildings</b> caused by loss or <b>damage</b> that is covered under Section Two.</p>	<p>a) For any amount over £1,000,000;</p> <p>b) For loss or <b>damage</b> caused by fire, lightning or explosion to the <b>buildings</b> other than to the landlords' fixtures and fittings;</p> <p>c) For loss or <b>damage</b> arising from <b>subsidence, heave or landslip</b>.</p>
<p><b>F) New Acquisitions - Gifts</b></p> <p>Up to £50,000 during the <b>period of insurance</b> for wedding, anniversary, birthday, religious or other celebration gifts bought by <b>you</b> but not yet given (or which have been bought for <b>you</b>).</p>	<p>For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere under Section Two.</p>
<p><b>G) New Acquisitions</b></p> <p>Up to 25% of the <b>contents</b> sum insured for new items <b>you</b> have bought but which <b>you</b> have not told <b>us</b> about yet.</p>	<p>a) For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere under Section Two;</p> <p>b) After 90 days of buying the item if <b>you</b> have not told <b>us</b> about doing so.</p>
<p><b>H) Fatal Injury</b></p> <p>Fatal injury to <b>you</b> caused by fire or assault at the <b>premises</b> or assault elsewhere within the <b>United Kingdom</b> provided that death ensues within 12 months of injury. <b>We</b> will pay</p> <p>a) £125,000 for each insured person over 16 years; and</p> <p>b) £5,000 for each person under 16 years at the time of their death.</p>	
<p><b>I) Replacement Locks</b></p> <p>Costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors and windows in <b>your home</b> following theft or loss of keys.</p>	
<p><b>J) Increased Metered Water Charges</b></p> <p>Up to £50,000 during the <b>period of insurance</b> for increased metered water charges <b>you</b> have to pay after water escapes which gives rise to a claim <b>we</b> accept under Section Two.</p>	<p>If you claim for loss under Sections One and Two, more than £50,000 in total during the period of insurance.</p>
<p><b>K) Loss of Domestic Oil</b></p> <p>Up to £20,000 during the <b>period of insurance</b> for accidental loss of domestic heating oil.</p>	<p>More than £20,000 in total if <b>you</b> claim under Sections One and Two.</p>

## Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
<p><b>L) Contents of Guests</b></p> <p>Personal property of guests up to £5,000 for each person and personal property of <b>domestic employees</b> (who do not live in any of the <b>homes</b> listed in <b>your schedule</b>) up to £2,500 for each person.</p>	<p>a) For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy;</p> <p>b) For loss or <b>damage</b> to their <b>money, valuables</b> or <b>credit cards</b>;</p> <p>c) If there is any other insurance in place;</p> <p>d) For loss or <b>damage</b> which occurs away from the <b>premises</b>;</p> <p>e) More than £750 for any one item.</p>
<p><b>M) Marquees</b></p> <p>Up to £50,000 for loss or <b>damage</b> to marquees and associated equipment, which are being temporarily loaned or hired to <b>you</b> and for which <b>you</b> are responsible, while at the <b>premises</b>.</p>	<p>a) If <b>you</b> fail to keep to manufacturers or owners written instructions;</p> <p>b) For loss or <b>damage</b> during erection or dismantling;</p> <p>c) If cover is provided under any other insurance.</p>
<p><b>N) Family in Residential Care</b></p> <p>Up to £15,000 for loss or <b>damage</b> to the belongings of <b>your</b> parents or grandparents who are living in a residential nursing or care home.</p>	<p>a) More than £2,500 for any one event of loss or <b>damage</b> for <b>valuables</b> or <b>gold and silver</b> items;</p> <p>b) For <b>money</b> and <b>credit cards</b>;</p> <p>c) For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy.</p>
<p><b>O) Hole In One</b></p> <p>Up to £1,000:</p> <p>a) towards expenses <b>you</b> incur; or</p> <p>b) to a charity of <b>your</b> choice</p> <p>in the event of a hole in one being achieved by <b>you</b> during an official golf competition provided that the certified scorecard and certificate are submitted to <b>us</b> at the time of making a claim.</p>	<p>More than £1,000 during the <b>period of insurance</b>.</p>
<p><b>P) Kidnap and Ransom</b></p> <p>Up to a maximum of £50,000 ransom if <b>you</b> are the victim of kidnap during the <b>period of insurance</b>.</p>	<p>For kidnap expenses incurred due to any kidnap and ransom occurrence caused by <b>you</b>, a family member or a covered relative, whether acting alone or in collusion with others.</p>
<p><b>Q) Security Upgrade</b></p> <p>Up to £25,000 in any one <b>period of insurance</b> towards the cost of upgrading <b>your</b> alarm and security systems following a physical criminal assault on <b>you</b> at <b>your home</b>.</p>	<p>a) For any cost unless <b>you</b> obtain <b>our</b> agreement first;</p> <p>b) Following any domestic dispute;</p> <p>c) More than £25,000 in total if you claim under Sections One and Two.</p>

## Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
<p><b>R) Counselling Fees</b></p> <p>Up to £5,000 during the <b>period of insurance</b> for professional counselling fees following a physical criminal assault on <b>you</b> at <b>your home</b>.</p>	<p>a) For any cost unless <b>you</b> obtain <b>our</b> agreement first;</p> <p>b) Following any domestic dispute;</p> <p>c) More than £5,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>S) Essential Alterations</b></p> <p>Up to £50,000 during the <b>period of insurance</b> towards essential alterations to <b>your home</b> if <b>you</b> sustain a <b>permanent physical injury</b> as a direct result of a sudden, identified, unexpected and unforeseen accident.</p>	<p>a) For any cost unless <b>you</b> obtain <b>our</b> agreement first;</p> <p>b) For <b>your domestic employees</b>;</p> <p>c) If such <b>permanent physical injury</b> has been self inflicted;</p> <p>d) More than £50,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>T) Home Upgrades</b></p> <p>If <b>we</b> have agreed <b>your</b> claim for loss or <b>damage</b> caused by escape of water or flood, <b>we</b> will contribute towards the cost of improvements intended to lessen or prevent a future occurrence of the same type.</p> <p>The most <b>we</b> will pay during the <b>period of insurance</b> is £5,000 or 10% of the insured cost of repairs to the damaged property, whichever is the lesser.</p>	<p>Unless the covered loss <b>we</b> have agreed to pay is more than £10,000.</p>



## Section Two – Contents (continued)

Limits for certain contents	
We will pay up to:	Special conditions or exceptions
<p><b>A) Outdoor Items</b></p> <p>£50,000 or 10% of the <b>contents</b> sum insured, whichever is the greater, for garden furniture, permanently fixed statues and ornaments and other similar items which are normally kept outdoors.</p>	<p>This limit does not apply to radio and television aerials, satellite dishes, their fittings and masts which are attached to <b>your home</b>.</p>
<p><b>B) Deeds and Registered Bonds</b></p> <p>£20,000 for deeds, registered bonds and other personal documents.</p>	
<p><b>C) Stamps and Coins</b></p> <p>£10,000 in total for stamps or coins forming part of a collection, unless specified in <b>your schedule</b>.</p>	
<p><b>D) Gold and Silver</b></p> <p>£25,000 in total for <b>gold and silver</b> unless specified in <b>your schedule</b>, where all items with an individual value of more than £30,000 must be specified in the <b>schedule</b> under Section Three.</p>	
<p><b>E) Valuables</b></p> <p>£25,000 in total for <b>valuables</b> unless specified in <b>your schedule</b>, where all items with an individual value of more than £30,000 must be specified in the <b>schedule</b> under Section Three.</p>	
<p><b>F) Antiques and Works of Art</b></p> <p>£50,000 in total for <b>antiques and works of art</b> unless specified in <b>your schedule</b>, where all items with an individual value of more than £30,000 must be specified in the <b>schedule</b> under Section Three.</p>	
<p><b>G) Domestic Machinery</b></p> <p>£25,000 in total for domestic garden machinery and quad bikes used within the <b>premises</b>, golf buggies, non-motorised trailers and mobility aids.</p>	<p>Cover for loss or <b>damage</b> by theft, attempted theft and/or malicious <b>damage</b> applies only if these items are kept in a locked building when not in use.</p>
<p><b>H) Watercraft</b></p> <p>£15,000 in total for manually operated rowing boats, punts, canoes, stand up paddle boards, sailboards or dinghies, including their accessories.</p>	

## Section Two – Contents (continued)

Limits for certain contents	
We will pay up to:	Special conditions or exceptions
<b>I) Computer Software and Digital Media</b> £15,000 in total for the cost of replacing <b>your</b> computer software and personal digital media, including music and film, that <b>you</b> have previously legally downloaded to <b>your</b> computer or multimedia device (s) following loss or <b>damage</b> covered by this insurance.	
<b>J) Money</b> £10,000 in total for <b>money</b> .	
<b>K) Credit Cards</b> £35,000 for <b>credit cards</b> .	<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. <b>You</b> must comply with the terms and conditions under which the credit cards were issued.

### Conditions that only apply to Section Two – Contents

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

#### Limitations that apply to Section Two – Contents

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver on pages 18 and 19**.
- 2) **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 – Valuables, Antiques and Works of Art, Gold and Silver

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

What is covered	What is not covered
<p>This insurance covers the <b>Valuables, Antiques and Works of Art, Gold and Silver</b> for loss or <b>damage</b> while at <b>your home</b> and while they are temporarily away from <b>your home</b> anywhere in the world.</p>	<p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>a) Loss or <b>damage</b> directly or indirectly caused by or arising from:               <ul style="list-style-type: none"> <li>i. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;</li> <li>ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;</li> <li>iii. dryness, dampness, extremes of temperature or exposure to light;</li> <li>iv. chewing, scratching, tearing or fouling by <b>your</b> domestic pets. However, this exclusion shall not apply if the total amount of all such claims during the <b>period of insurance</b> is less than £7,500;</li> <li>v. dyeing, cleaning, repairing, renovating, restoration or being worked on; or</li> <li>vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the <b>premises</b>.</li> </ul> </li> <li>b) Loss or <b>damage</b> caused by mechanical or electrical faults or breakdown.</li> <li>c) Loss or <b>damage</b> to any item being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.</li> <li>d) More than £30,000 in respect of any one item of <b>valuables, antiques, works of art, gold and silver</b> unless otherwise stated in the <b>schedule</b>.</li> </ul>

This section of the insurance also covers	We will not pay
<p><b>A) New Acquisitions</b></p> <p><b>We</b> will cover new items <b>you</b> have bought but which <b>you</b> have not told <b>us</b> about yet.</p>	<ul style="list-style-type: none"> <li>a) For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere under Section Three;</li> <li>b) More than 25% of the sum insured or £50,000, whichever is greater under this Section for <b>valuables, antiques and works of art, gold and silver</b>;</li> <li>c) After 90 days of purchase if <b>you</b> have not told <b>us</b> <b>you</b> have bought the item.</li> </ul>

## Section Three – Valuables, Antiques and Works of Art, Gold and Silver (continued)

This section of the insurance also covers	We will not pay
<p><b>B) Death of an Artist</b></p> <p>We will automatically increase the insured value of any item listed in the specification for <b>works of art</b> by up to 200% if the artist dies during the <b>period of insurance</b>. We will only do this for the 6 months immediately following the death of that artist.</p>	<p>a) More than £100,000 in total during any one <b>period of insurance</b>;</p> <p>b) If <b>you</b> are unable to provide a professional valuation or purchase receipt and proof of increased value which is less than five years old at the time of any loss or <b>damage</b>.</p>
<p><b>C) Defective Title</b></p> <p>If, during the <b>period of insurance</b>, someone claims that any item listed in the specification for <b>antiques and works of art</b> is not rightfully <b>yours</b> and <b>you</b> are legally obliged to return the item to its rightful owner because it is proved that <b>you</b> do not have good title to it, <b>we</b> will pay <b>you</b> the amount <b>you</b> paid for it or the value shown in the specification if this is less.</p>	<p>a) More than £100,000 in total during any one <b>period of insurance</b>;</p> <p>b) Unless <b>you</b> prove that <b>you</b> made enquiries about where the item came from before <b>you</b> bought it;</p> <p>c) Unless <b>you</b> bought the item during the period that the <b>antiques and works of art</b> have been insured with <b>us</b>;</p> <p>d) Unless <b>you</b> told <b>us</b> about a claim during the <b>period of insurance</b>.</p>
<p><b>D) Temporary Removal of Valuables</b></p> <p>Where <b>your schedule</b> states that <b>valuables</b> are insured in the bank, <b>we</b> agree to cover them up to a maximum of £50,000 for loss or <b>damage</b> whilst temporarily removed from the bank or safe deposit for up to 30 days in any one <b>period of insurance</b> without <b>our</b> previous agreement.</p>	<p>a) For loss or <b>damage</b></p> <ul style="list-style-type: none"> <li>i. unless <b>you</b> have a professionally installed safe at <b>your home</b> with an adequate cash rating; or</li> <li>ii. unless items are worn, in <b>your</b> custody and control or in the same room as <b>you</b>, at the time that loss or <b>damage</b> takes place.</li> </ul>

## Section Three – Valuables, Antiques and Works of Art, Gold and Silver (continued)

### Conditions that only apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver

#### 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 five 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) Antiques and Works of Art, Gold and silver

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).

For specified items individually listed in the **schedule**, **you** may decide whether **we** repair, replace or pay the value of 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 five 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, Antiques and Works of Art, Gold and Silver

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 previous to the loss, **we** will treat the sum insured as automatically agreed.

### Limitations that apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver on pages 18 and 19**.
- 2) **We** will not pay more than the sums insured shown in the **schedule** unless **we** agree otherwise, other than in accordance with conditions 1 and 2 above.

## Section Four – Accidents to Domestic Employees

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

What is covered	What is not covered
<p><b>We</b> will pay for amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for bodily injury (including death or disease) by an accident happening during the <b>period of insurance</b> anywhere in the world to <b>your domestic employees</b> employed in connection with the <b>premises</b> shown in the <b>schedule</b>.</p>	<p><b>We</b> will not pay for bodily injury arising directly or indirectly:</p> <ul style="list-style-type: none"> <li>a) by any motorised or horse-drawn vehicle other than;               <ul style="list-style-type: none"> <li>i. domestic garden equipment whilst being used within the <b>premises</b>; and</li> <li>ii. pedestrian-controlled garden equipment, mobility scooters or wheelchairs or items designed for a child's use.</li> </ul> </li> <li>b) by any communicable disease or condition.</li> <li>c) whilst the <b>domestic employee</b> is in Canada or the United States of America after the total period of stay in either or both countries has exceeded 90 days in the <b>period of insurance</b>.</li> <li>d) <b>your</b> liability for fines or penalties, or for damages which are only intended to punish <b>you</b> or to make an example of <b>you</b>.</li> </ul>

### Condition that only applies to Section Four – Accidents to Domestic Employees

**We** will not pay 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 to in writing.

## Section Five— Legal Liability to the Public

This Section applies only if the **buildings** are insured under Section One and/or the **contents** are insured under Section Two.

### Part A

This Section applies in the following way:

- If only **buildings** are insured, **your** legal liability as owner only but not as occupier is covered under Part A i) below;
- If only **contents** are insured, **your** legal liability as occupier only but not as owner is covered under Part A i) and Part A ii) below; and
- If **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	What is not covered
<p><b>A) We will pay you:</b></p> <p>i) as owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for;</p> <p style="padding-left: 20px;">a) bodily injury (including death or disease); or</p> <p style="padding-left: 20px;">b) <b>damage</b> to property;</p> <p style="padding-left: 20px;">caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>;</p> <p style="text-align: center;">OR</p> <p>ii) as a private individual for any amounts <b>you</b> become legally liable to pay as damages for;</p> <p style="padding-left: 20px;">a) bodily injury (including death or disease); or</p> <p style="padding-left: 20px;">b) <b>damage</b> to property;</p> <p style="padding-left: 20px;">caused by an accident anywhere in the world during the <b>period of insurance</b>.</p>	<p><b>We will not pay for any liability:</b></p> <p>a) For bodily injury to;</p> <p style="padding-left: 20px;">i. <b>you</b>; or</p> <p style="padding-left: 20px;">ii. any person who at the time of sustaining such injury is engaged in <b>your</b> service;</p> <p>b) For bodily injury arising directly or indirectly from any communicable disease or condition;</p> <p>c) For <b>damage</b> to property owned by or in the charge or control of;</p> <p style="padding-left: 20px;">i. <b>you</b>; or</p> <p style="padding-left: 20px;">ii. any person engaged in <b>your</b> service;</p> <p>d) In Canada or the United States of America after the total period of stay in either or both countries has exceeded 90 days during the <b>period of insurance</b>.</p> <p>e) Arising directly or indirectly out of any manual <b>business</b> or employment other than <b>incidental farming</b>.</p> <p>f) Which <b>you</b> have assumed under contract and which would not otherwise have attached.</p> <p>g) Arising out of any criminal acts.</p> <p>h) Arising out of <b>your</b> ownership, possession or use of:</p> <p style="padding-left: 20px;">i. any motorised vehicle other than quad bikes, golf buggies, domestic garden equipment, mobility scooters or wheelchairs, provided that <b>you</b>, or someone acting with <b>your</b> permission, are not using them on any public road where the Road Traffic Act or similar legislation says <b>you</b> must insure them;</p>

## Section Five– Legal Liability to the Public (continued)

What is covered	What is not covered
	<ul style="list-style-type: none"> <li>ii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes, stand up paddle boards, sailboards or dinghies;</li> <li>iii. any animal other than <b>incidental farming</b> 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; or</li> <li>iv. any power operated lift other than those designed for and used by the disabled or infirm and/or lifts that are the subject of an annual maintenance contract with a professional inspection company:-</li> </ul> <p>i) In respect of any kind of pollution or contamination other than;</p> <ul style="list-style-type: none"> <li>i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b>; and</li> <li>ii. reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</li> </ul> <p>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.</p> <p>j) Arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b>.</p> <p>k) If <b>you</b> are entitled to payment under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.</p> <p>l) Arising out of any goods or products designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by <b>you</b>; or</p> <p>m) <b>Your</b> liabilities for fines or penalties, or for damages which are only intended to punish <b>you</b> or to make an example of <b>you</b>.</p>



## Section Five– Legal Liability to the Public (continued)

This Section of the insurance also covers	We will not pay
<p><b>Part B) Unrecovered Court Awards</b></p> <p><b>We</b> will pay for sums which <b>you</b> have been awarded during the <b>period of insurance</b> by a court in the <b>United Kingdom</b> and which still remain outstanding 3 months after the award has been made provided that</p> <ol style="list-style-type: none"> <li>I. Part A ii) of this section would have paid <b>you</b> had the award been made against <b>you</b> rather than to <b>you</b>;</li> <li>II. there is no appeal pending; and</li> <li>III. <b>you</b> agree to allow <b>us</b> to enforce any right which <b>we</b> shall become entitled to upon making payment.</li> </ol>	
<p><b>Part C) Defective Premises</b></p> <p><b>We</b> will pay for any amount <b>you</b> 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 <b>home</b> previously owned and occupied by <b>you</b>.</p>	<ol style="list-style-type: none"> <li>a) For any liability if <b>you</b> are entitled to payment under any other insurance.</li> <li>b) For the cost of repairing any fault or alleged fault.</li> </ol>

### Limitations that only apply to Section Five – Legal Liability to the Public

#### We will not pay

- a) in respect of pollution or contamination, more than £10,000,000 in all during the **period of insurance**;
- b) in respect of other liability covered under Section Five, more than £10,000,000 during the **period of insurance** 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) above where **we** will not pay more than £5,000,000 any one event;
- c) for the vehicles listed in the exception under Part A), **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.

## Section Six – Annual Travel

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

### Definitions that only apply to Section Six – Annual Travel

The definitions applying to the whole policy as stated in page 13 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 employees**) 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 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 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 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	What is not covered
<p><b>Insured Events</b></p> <p><b>1. Medical, emergency travel, repatriation and associated expenses</b></p> <p>If an <b>insured person</b> is injured or becomes ill during a <b>journey</b>, <b>we</b> will pay for the following expenses reasonably and necessarily incurred as a direct result of the injury or illness.</p> <p>a) <b>Medical expenses</b></p> <p>The costs incurred outside the <b>United Kingdom</b> 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 for immediate pain relief.</p> <p>b) <b>Emergency travel expenses</b></p> <p>The extra travel and accommodation expenses incurred by an <b>insured person</b> and up to two people who need to travel to, remain with or escort an <b>insured person</b> back to the <b>United Kingdom</b> if the qualified medical practitioner treating the <b>insured person</b> says this is necessary.</p>	<p><b>We will not pay:</b></p> <p>a) the first £250 of each claim;</p> <p>b) more than £10,000,000 in respect of the insurance provided by paragraphs a), b) and c) of Insured Event 1, arising from injury or illness suffered during any one <b>journey</b>;</p>

## Section Six – Annual Travel (continued)

What is covered	What is not covered
<p>c) <b>Repatriation expenses</b></p> <p>The cost of sending an <b>insured person</b> back to the <b>United Kingdom</b> by the most suitable transport if <b>our</b> medical adviser, in consultation with the qualified medical practitioner treating the <b>insured person</b>, agrees that this is necessary.</p> <p>d) <b>Funeral expenses</b></p> <p>If an <b>insured person</b> dies during a <b>journey</b>, <b>we</b> will pay up to £10,000 for funeral expenses abroad or the cost of transporting an <b>insured person's</b> remains back to the <b>United Kingdom</b>.</p> <p>e) <b>Hospital in-patient benefit</b></p> <p><b>We</b> will pay up to £100 per day for each complete 24 hour period an <b>insured person</b> has to spend as a hospital in-patient outside the <b>United Kingdom</b> up to a maximum of 365 days.</p>	<p><b>We</b> will not pay:</p> <p>c) for an <b>insured person</b> to be repatriated more than 12 months after the date the <b>insured person</b> was injured or first became ill.</p>
<p>2. <b>Cancellation, curtailment, missed travel arrangements and travel delay</b></p> <p>a) <b>Cancellation and curtailment</b></p> <p><b>We</b> will reimburse an <b>insured person</b> in respect of irrecoverable costs for unused travel and accommodation expenses (including kennel or cattery fees) or rearranged expenses, paid or contracted to be paid, in the event that the original planned <b>journey</b> is cancelled, or rearranged as a result of</p> <p>i. an <b>insured person's</b> death, accidental injury or illness;</p> <p>ii. the death, accidental injury or illness of an <b>insured person's</b> travelling companion or an <b>insured person's</b> (or an <b>insured person's</b> travelling companion's) spouse or partner, close relative or friend, <b>business</b> partner or someone an <b>insured person</b> or an <b>insured person's</b> travelling companion are planning to stay with during the <b>journey</b>;</p> <p>iii. an <b>insured person</b> or their travelling companion or someone an <b>insured person</b> is planning to stay with during the <b>journey</b> being</p> <ul style="list-style-type: none"> <li>• put in quarantine or called for jury service or as a court witness;</li> </ul>	<p>a) The first £250 of each claim;</p> <p>b) More than £25,000 in respect of the cancellation, curtailment or rearrangement of any one <b>journey</b>.</p>

## Section Six – Annual Travel (continued)

What is covered	What is not covered
<ul style="list-style-type: none"> <li>• made redundant, as long as the redundancy qualifies for payment under current law;</li> <li>• required to be in the <b>United Kingdom</b> following a burglary at, or major <b>damage</b> to, their <b>home</b>;</li> </ul> <p>iv. major <b>damage</b> to an <b>insured person's</b> pre-booked accommodation making it impossible for an <b>insured person</b> to stay there;</p> <p>v. a hi-jack which prevents an <b>insured person</b> from continuing the <b>journey</b>;</p> <p>vi. the cancellation or delayed departure for 24 hours or more of the scheduled transport on which an <b>insured person</b> is booked to travel because of a strike, riot, civil commotion, fire, flood, earthquake, <b>landslip</b>, avalanche, accident, mechanical breakdown or bad weather; or</p> <p>vii. an <b>insured person</b> missing the scheduled public transport on which they are booked to travel on their outward <b>journey</b> because they are unable to leave their <b>home</b> in the <b>United Kingdom</b> for 24 hours or more due to snow, flood, earthquake or <b>landslip</b>.</p> <p>b) <b>Missed travel arrangements</b></p> <p><b>We will pay an insured person</b> up to £1,000 for the reasonable extra travel and accommodation expenses that they have to pay to continue or complete their <b>journey</b> if, at any time during a <b>journey</b>, they miss the scheduled public transport on which they are booked to travel because:</p> <p>i. they are prevented from reaching their departure point by a strike, riot, civil commotion, fire, flood, earthquake, <b>landslip</b>, avalanche or bad weather; or</p> <p>ii. the transport in which the <b>insured person</b> 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.</p>	<p><b>We will not pay for:</b></p> <p>a) missed public transport unless the <b>insured person</b> has done everything they can to arrive at the departure point in good time;</p> <p>b) 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 <b>journey</b> was booked;</p> <p>c) for missed travel arrangements unless the <b>insured person</b> provides written confirmation from the public transport carrier, or a garage or motoring organisation where appropriate, of the delay and the reason for it;</p> <p>d) for missed travel arrangements due to avalanche or <b>landslip</b>, where the <b>journey</b> was booked within 14 days of the start date and it was widely known that an avalanche or <b>landslip</b> had occurred at the intended resort;</p>

## Section Six – Annual Travel (continued)

What is covered	What is not covered
	e) for extra travel and accommodation expenses where the tour operator has paid for alternative arrangements.
<p>c) <b>Travel delay</b></p> <p>If the scheduled public transport on which an <b>insured person</b> is booked to travel at either the start or the end of a <b>journey</b> has been delayed for more than 8 hours because of a strike, riot, civil commotion, fire, flood, earthquake, <b>landslip</b>, avalanche, bad weather, accident or breakdown, <b>we</b> will pay £100.</p>	<p><b>We</b> will not pay for travel delay unless the <b>insured person</b> provides written confirmation from the transport company or their agents of the actual date and time of departure and the reason for the delay.</p>
<p><b>3. Temporary loss of baggage</b></p> <p>If an <b>insured person's</b> baggage is temporarily lost for more than 8 hours on the outward part of a <b>journey</b>, <b>we</b> will pay up to £500 towards the cost of buying or hiring essential and reasonable replacement items.</p>	
<p><b>4. Travel documents</b></p> <p>If an <b>insured person</b> loses or accidentally damages their essential travel documents during a <b>journey</b>, <b>we</b> will pay the cost of replacing them and for the reasonable and necessary travel and accommodation expenses an <b>insured person</b> incurs in doing so up to £1,000.</p>	
<p><b>5. Hi-jack and kidnap</b></p> <p><b>We</b> will pay £100 for each full day up to a maximum of 30 days that any <b>insured person</b> is detained as the result of hi-jack or kidnap which starts during a <b>journey</b>.</p>	
<p><b>6. Personal accident</b></p> <p>If an <b>insured person</b> suffers accidental bodily injury during a <b>journey</b> which directly results within 12 calendar months of the date of the accident in death or <b>permanent disability</b>, <b>we</b> will pay</p> <p>a) £100,000; or</p> <p>b) £10,000 if the <b>insured person</b> is less than 18 years old at the time of the accident.</p>	<p><b>We</b> will not pay for <b>permanent disability</b> to any <b>insured person</b> under more than one of the benefits stated in paragraphs 1, 2 or 3 of the definition of <b>permanent disability</b>.</p>

## Section Six – Annual Travel (continued)

What is covered	What is not covered
<p><b>7. Legal expenses</b></p> <p><b>We</b> will pay an <b>insured person's</b> (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 <b>insured person's</b> death, bodily injury or illness, provided that:</p> <ul style="list-style-type: none"> <li>a) cover only applies for events occurring and notified to <b>us</b> during the <b>period of insurance</b>;</li> <li>b) a lawyer is not appointed to act for an <b>insured person</b> without <b>our</b> written agreement;</li> <li>c) in either <b>our</b> or the appointed lawyer's opinion, it is always more likely than not that the <b>insured person</b> will recover damages;</li> <li>d) <b>we</b> shall not be liable for legal expenses incurred before <b>our</b> written acceptance of the claim;</li> <li>e) the <b>insured person</b> (or their legal representatives) will co-operate with <b>us</b> and an appointed lawyer at all times and provide any information and assistance required; and</li> <li>f) this cover shall not apply if legal expenses insurance is provided for the event under Section Seven - Legal Expenses of this policy.</li> </ul>	<p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>a) more than £25,000 in respect of any claim for one or more <b>insured persons</b> arising out of a single event;</li> <li>b) any claim against a travel agent, tour operator, transport company, insurer or insurance agent;</li> <li>c) any claim against another <b>insured person</b> or travelling companion.</li> </ul>

## Section Six – Annual Travel (continued)

What is covered	What is not covered
<p><b>8. Winter sports extension</b></p> <p>This extension will only apply if shown in <b>your schedule</b>.</p> <p>If an <b>insured person</b> is on a winter sports holiday, <b>we</b> will pay for the following.</p> <p>a) <b>Ski hire</b></p> <p>Up to £50 per day for a maximum of 10 days for the reasonable cost of hiring replacement equipment if an <b>insured person's</b> skis, snowboard, poles or boots are damaged, stolen or temporarily lost for more than 8 hours during the <b>journey</b>.</p> <p>b) <b>Ski package</b></p> <p>If an <b>insured person</b> is unable to ski or snowboard due to illness or an accident arising during a <b>journey</b> and an admissible claim for medical expenses has been agreed under this section for that illness or accident, <b>we</b> will pay up to £200 per week for a maximum of 4 weeks in reimbursement of costs paid or costs the <b>insured person</b> is legally liable to pay which cannot be recovered in respect of the <b>insured person's</b> own unused ski pass, equipment hire or tuition.</p> <p>c) <b>Piste closure</b></p> <p>Up to £50 per day up to a maximum of 30 days during any one <b>journey</b> for the reasonable extra travel expenses that has to be paid in order to reach the nearest alternative skiing resort if all the winter sports facilities at the <b>insured person's</b> prebooked resort are closed during a <b>journey</b> and no alternative resort is available within an <b>insured person's</b> ski pass area.</p>	<p><b>We will not pay</b></p> <p>a) for piste closure when the <b>insured person</b> is on a <b>journey</b> 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;</p> <p>b) for piste closure, where the <b>journey</b> was booked within 14 days of the start date and it was widely known that an avalanche or <b>landslip</b> had occurred at the intended resort.</p>

## Section Six – Annual Travel (continued)

### Exclusions that only apply to Section Six – Annual Travel

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 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.
  - 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 stated 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**:



## Section Six – Annual Travel (continued)

- 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), ARC (AIDS-related complex) or any related virus or illness, or any sexually-transmitted disease.

### Conditions that only apply to Section Six – Annual Travel

#### 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 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 reasonably 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;
- 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 conduct a post mortem examination at **our** own expense in the event of the death of an **insured person**.

## Section Six – Annual Travel (continued)

### 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 reasonably 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.

**Your** claim for medical and other expenses following injury or illness may be invalid 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) 1245 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 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**.

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

**Telephone**      **0800 0281 676** (if calling from the UK)  
**+44 (0) 1245 396 688** (if calling from outside the UK. Standard call charges apply)

## Section Seven – Legal Expenses

Covering **your legal costs and expenses**

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

### Definitions that only apply to Section Seven – Legal Expenses

The definitions applying to the whole policy as stated on page 13 of this policy shall include or be substituted with the following definitions in respect of this Section only.

<b>Appointed advisor</b>	The solicitor, accountant, mediator or other adviser appointed by <b>us</b> to act on <b>your</b> behalf.
<b>Collective conditional fee agreement</b>	A legally enforceable agreement entered into on a common basis between the <b>appointed advisor</b> and <b>us</b> to pay their professional fees on the basis of “no-win-no-fee”.
<b>Communication costs</b>	The reasonable cost of <b>United Kingdom</b> phone calls, postage, photocopying, or faxes and credit reports where <b>you</b> have taken advice from <b>our</b> Identity Theft Advice and Resolution Service and are advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair <b>your</b> credit rating, restore <b>your</b> identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.
<b>Conditional fee agreement</b>	A legally enforceable agreement between <b>you</b> and the <b>appointed advisor</b> to pay their professional fees on the basis of “no-win-no-fee”.
<b>Domestic employee</b>	Any person who lives at <b>your home</b> and is employed by <b>you</b> under a contract of service to carry out domestic duties for <b>your</b> household.
<b>Geographical limits</b>	For insured events A and C - the European Union, the Channel Islands, the Isle of Man, Norway and Switzerland. For all other insured events - the <b>United Kingdom</b> .
<b>Insurer</b>	Lloyd’s Syndicate 2001 managed by MS Amlin Underwriting Limited through its appointed representative Amlin UK Limited.
<b>Legal costs and expenses</b>	<ul style="list-style-type: none"><li>a) Legal costs and disbursements reasonably and proportionately incurred by the <b>appointed advisor</b> on the standard basis and agreed by <b>us</b> in advance. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.</li><li>b) The cost of experts’ reports reasonably and properly incurred by the <b>appointed advisor</b>.</li><li>c) In civil claims, other side’s costs, fees and disbursements where <b>you</b> have been ordered to pay them or pay them with <b>our</b> agreement.</li><li>d) Accountancy fees reasonably incurred under insured event G Tax by the <b>appointed advisor</b> and agreed by <b>us</b> in advance.</li><li>e) <b>Communication costs</b>.</li><li>f) Accommodation and / or storage costs for insured event M.</li></ul>

## Section Seven – Legal Expenses (continued)

<b>Let property</b>	The residential property which is located in England, Wales, Scotland or Northern Ireland and which <b>you</b> let or intend to let under a <b>tenancy agreement</b> .
<b>Reasonable prospects of success</b>	<ul style="list-style-type: none"><li>a) Other than as set out in b) and c) below, a greater than 50% chance of <b>you</b> successfully pursuing or defending the claim and if <b>you</b> are seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.</li><li>b) In criminal prosecution claims where <b>you</b>:<ul style="list-style-type: none"><li>i. plead guilty, a greater than 50% chance of successfully reducing any sentence or fine; or</li><li>ii. plead not guilty, a greater than 50% chance of that plea being accepted by the court.</li></ul></li><li>c) In civil claims involving an appeal, a greater than 50% chance of <b>you</b> being successful.</li></ul>
<b>Small claims court</b>	A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6(1) of the Civil Procedure Rules 1999; a court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002; a court in Northern Ireland where the sum in dispute is less than £3,000, or the equivalent jurisdiction in the Channel Islands and Isle of Man or other country where the policy applies.
<b>Tenancy agreement</b>	<p>An agreement <b>you</b> enter into to let <b>your let property</b> to a tenant:</p> <ul style="list-style-type: none"><li>a) Under an assured shorthold tenancy; or</li><li>b) Under a shorthold tenancy; or</li><li>c) Under an assured tenancy;</li></ul> <p>as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act;</p> <ul style="list-style-type: none"><li>a) In accordance with the Private Tenancies (Northern Ireland) Order 2006; or</li><li>b) To a limited company or business partnership for residential purposes by its employees.</li></ul>
<b>We/us/our</b>	<b>ARAG</b> plc who is authorised under an administration agreement to administer this insurance and handle claims on behalf of the <b>Insurer</b> .

## Section Seven – Legal Expenses (continued)

### How to make a claim

If **you** need to make a claim under this section **you** must notify **us** as soon as possible.

- a) Under no circumstances should **you** instruct **your** own lawyer as the **insurer** will not pay any costs incurred without **our** agreement.
- b) **You** can request a claim form by telephoning 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays), or at any time of the day by downloading one at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims).
- c) **We** will issue **you** with a written acknowledgement within one working day of receiving **your** claim form.
- d) Within five working days of receiving all the information needed to assess the availability of cover under this section, **we** will write to **you** either:
  - i. confirming the appointment of an **appointed advisor** who will promptly progress the claim for **you**; or
  - ii. if the claim is not covered, explaining in full why and whether **we** can assist in another way.
- e) When a lawyer is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

### How we deal with your claim

Following an insured event as specified under A to M of Section Seven, the **insurer** will pay **your legal costs and expenses** up to £100,000 for all claims related by time or original cause including the cost of appeals, subject to all of the following requirements being met;

- A) The insured event happens within the **geographical limits**.
- B) The claim
  - a) always has **reasonable prospects of success**
  - b) is reported to **us**
    - i. during the **period of insurance**; and
    - ii. as soon as **you** first become aware of circumstances which could give rise to a claim; and
    - iii. within 60 days of rent first becoming over-due where **you** are claiming to pursue rent arrears.
- C) Unless there is a conflict of interest **you** always agree to use the **appointed advisor** chosen by **us** in any claim
  - i. to be heard by the **small claims court** and/or
  - ii. before proceedings have been or need to be issued.
- D) Any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body; or mediation agreed with **us**.

A claim is considered to be reported to **us** when **we** have received **your** fully completed claim form.

## Section Seven – Legal Expenses Insured Events

### Covering Legal Costs and Expenses

What is covered	What is not covered
<p><b>A) Personal injury</b> A sudden event that directly causes <b>your</b> physical bodily injury or death.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>a) a condition, illness or disease which develops gradually or over time;</li> <li>b) mental injury, nervous shock, depression or psychological symptoms where <b>you</b> have not sustained physical bodily injury;</li> <li>c) defending any dispute other than an appeal.</li> </ul>
<p><b>B) Clinical negligence</b> A dispute arising from alleged clinical negligence or malpractice.</p>	<ul style="list-style-type: none"> <li>a) Any claim relating to a contract dispute;</li> <li>b) Defending any claim other than an appeal.</li> </ul>
<p><b>C) Consumer contracts</b> A dispute arising out of an agreement or alleged agreement entered into by <b>you</b> for:</p> <ul style="list-style-type: none"> <li>a) buying or hiring consumer goods or services;</li> <li>b) privately selling goods;</li> <li>c) buying or selling <b>your home</b>;</li> <li>d) renting <b>your home</b> as a tenant;</li> <li>e) the occupation of <b>your home</b> under a lease.</li> </ul>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>a) disputes with tenants or where <b>you</b> are the landlord or lessor;</li> <li>b) loans, mortgages, pensions, or any other banking, life or long term insurance products, savings or investments;</li> <li>c) <b>your</b> business activities, trade, venture for gain, profession or employment;</li> <li>d) a contract involving a motor vehicle;</li> <li>e) a settlement due under an insurance policy;</li> <li>f) construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT.</li> </ul>
<p><b>D) Property</b> A dispute relating to visible property owned by <b>you</b> following:</p> <ul style="list-style-type: none"> <li>a) an event which causes <b>damage</b> to <b>your</b> physical property, including <b>your home</b>, <b>your let property</b> and other residence owned and occupied by <b>you</b> from time to time provided that in respect of a claim against <b>your</b> tenant <b>you</b> have prepared, prior to the granting of the tenancy, a detailed inventory of the contents and condition of the <b>let property</b> which the tenant has signed;</li> <li>b) a public or private nuisance or trespass provided that where any boundary is in dispute, <b>you</b> have proof of where the boundary lies.</li> </ul>	<ul style="list-style-type: none"> <li>a) The first £250 of any claim under insured event D b), <b>You</b> must pay this as soon as <b>we</b> accept <b>your</b> claim.</li> <li>b) Any claim relating to: <ul style="list-style-type: none"> <li>i. a contract <b>you</b> have entered into other than a <b>tenancy agreement</b>;</li> <li>ii. any building or land other than <b>your home</b>, <b>your let property</b> or other residence occupied by <b>you</b> from time to time;</li> <li>iii. a motor vehicle;</li> <li>iv. the compulsory purchase of, or demolition, restrictions, controls or permissions placed on <b>your</b> property by any government, local or public authority;</li> <li>v. defending any dispute under insured event D a), other than defending a counter claim or an appeal;</li> </ul> </li> </ul>

## Section Seven – Legal Expenses Insured Events (continued)

What is covered	What is not covered
	<p>c) A dispute with any party other than the person(s) who caused the <b>damage</b>, nuisance or trespass.</p>
<p><b>E) Employment</b></p> <p>A dispute with <b>your</b> current, former or prospective employer relating to <b>your</b> contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the:</p> <ul style="list-style-type: none"> <li>a) ACAS Code of Practice for Disciplinary and Grievance Procedures; or</li> <li>b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland;</li> </ul> <p>have been or ought to have been concluded. <b>You</b> must cooperate fully with ACAS regarding mediation and must not do anything that hinders a successful outcome.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>a) disputes arising solely from personal injury;</li> <li>b) defending a claim other than defending an appeal;</li> <li>c) <b>legal costs and expenses</b> for an employer's internal disciplinary process or an employee's grievance hearing or appeal;</li> <li>d) fees that are recoverable from an employer or ex-employer by order of the court or where <b>you</b> qualify to have all or part of the fees refunded or reduced by HM Courts &amp; Tribunals Service;</li> <li>e) the compromise or settlement agreement between <b>you</b> and <b>your</b> employer. <b>We</b> will be able to help <b>you</b> find a suitable solicitor to assist with this at <b>your</b> own expense.</li> </ul>
<p><b>F) Disputes with domestic employees</b></p> <p>A dispute with <b>your domestic employee</b> that arises from:</p> <ul style="list-style-type: none"> <li>a) their dismissal by <b>you</b>;</li> <li>b) the terms of a contract of service or service occupancy agreement between <b>you</b> and <b>your domestic employee</b>;</li> <li>c) an alleged breach of <b>your domestic employee's</b> legal rights under employment laws.</li> </ul>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>a) disciplinary hearings or internal grievance procedures;</li> <li>b) personal injury;</li> <li>c) <b>you</b> pursuing a claim against <b>your domestic employee</b> other than a claim to recover possession of a part of <b>your home</b> or other accommodation provided by <b>you</b> under a service occupancy agreement.</li> </ul>
<p><b>G) Tax</b></p> <p>A formal aspect or full enquiry into <b>your</b> personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>a) tax returns where HM Revenue &amp; Customs levy a penalty or claim interest or which contain negligent misstatements;</li> <li>b) a business or venture for personal gain;</li> <li>c) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to <b>your</b> financial arrangements;</li> <li>d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland;</li> <li>e) an investigation by the Special Investigations (SI) Branch of HM Revenue &amp; Customs.</li> </ul>

## Section Seven – Legal Expenses Insured Events (continued)

What is covered	What is not covered
<p><b>H) Legal defence</b></p> <p>a) Work</p> <p><b>Your</b> alleged act or omission arising from <b>your</b> work as an employee that results in:</p> <ol style="list-style-type: none"> <li>i. the police or others with the power to prosecute interviewing <b>you</b>;</li> <li>ii. a prosecution being brought against <b>you</b> in a court of criminal jurisdiction;</li> <li>iii. civil proceedings being brought against <b>you</b>.</li> </ol> <p>b) Motor</p> <p>A motoring prosecution brought against <b>you</b>.</p> <p>c) Landlord</p> <p><b>Your</b> alleged act or omission arising from <b>your</b> legal obligations in relation to <b>your</b> let property.</p> <p>d) Other</p> <p>A formal investigation or disciplinary hearing brought against <b>you</b> by a professional or regulatory body.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> <li>a) owning a vehicle or driving without motor insurance or driving without a valid driving licence;</li> <li>b) a parking offence.</li> </ol>
<p><b>I) Loss of earnings</b></p> <p><b>Your</b> absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the <b>appointed advisor</b> or whilst on jury service which results in loss of earnings.</p>	<ol style="list-style-type: none"> <li>a) Loss of earnings in excess of £1,000;</li> <li>b) Any sum which can be recovered from the court or tribunal.</li> </ol>
<p><b>J) Identity theft</b></p> <p>A dispute arising from the use of <b>your</b> personal information without <b>your</b> permission to commit fraud or other crimes provided that <b>you</b> contact <b>our</b> Identity Theft Advice and Resolution Service as soon as <b>you</b> suspect that <b>your</b> identity may have been stolen.</p>	<p>The <b>insurer</b> will not pay for any <b>money</b> claimed, goods, loans or other property or financial loss or benefit obtained as the result of the identity theft.</p>



## Section Seven – Legal Expenses Insured Events (continued)

What is covered	What is not covered
<p><b>K) Repossession</b></p> <p>Repossession of <b>your let property</b> provided <b>you</b> have:</p> <ul style="list-style-type: none"> <li>a) demanded rent in writing from <b>your</b> tenant as soon as it is overdue and can provide evidence of this; and</li> <li>b) given the tenant the correct notices for repossession of <b>your let property</b>; and</li> <li>c) a right of possession under either               <ul style="list-style-type: none"> <li>i. Schedule 2. Part 1 (grounds 1 to 8); or</li> <li>ii. Schedule 5. Part 1 (grounds 1 to 8); or</li> <li>iii. Part 1, Section 21; or</li> <li>iv. Part 2, Section 33</li> </ul>               of the Housing Act 1988 as amended by the Housing Act 1996; the Assured Tenancies (Amendment) England Order 2010 or the Housing (Scotland) Act; or             </li> <li>d) a legal right to repossess <b>let property</b> under the provisions of the Private Tenancies (Northern Ireland) Order 2006.</li> </ul>	
<p><b>L) Recovery of rent arrears</b></p> <p>Pursuit of <b>your</b> legal right to recover rent due under a <b>tenancy agreement</b> for <b>your let property</b>.</p>	
<p><b>M) Accommodation &amp; storage costs</b></p> <ul style="list-style-type: none"> <li>a) <b>Your</b> accommodation costs while <b>you</b> are unable to get possession of <b>your let property</b>.</li> <li>b) Storage costs <b>you</b> incur to store <b>your</b> personal possessions while <b>you</b> are unable to reoccupy <b>your let property</b>.</li> </ul>	<p>The <b>insurer</b> will not pay:</p> <ul style="list-style-type: none"> <li>a) accommodation costs exceeding £175 per day and in excess of £5,250 in total;</li> <li>b) storage costs exceeding £50 for each complete week and in excess of £300 in total.</li> </ul>

## Section Seven – Legal Expenses (continued)

### Exclusions that only apply to Section Seven – Legal Expenses

The exclusions below apply to this section in addition to General Exclusions on page 17.

**You** are not covered for any claim arising from or relating to:

- a) **legal costs and expenses** incurred without **our** consent;
- b) any actual or alleged act or omission or dispute happening before, or existing at the start of the **period of insurance** and which **you** believed or ought reasonably to have believed could have led to a claim under this section;
- c) an amount below £100;
- d) an allegation against **you** involving:
  - i. assault, violence, or dishonesty, malicious falsehood or defamation;
  - ii. the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
  - iii. illegal immigration;
  - iv. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences);
- e) a dispute between **your** family members;
- f) a deliberate or reckless act on **your** part;
- g) a judicial review;
- h) a dispute arising from or relating to clinical negligence except as provided for an Insured Event B Clinical Negligence;
- i) registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First Tier Tribunal (Property Chamber);
- j) a **let property** which is or should have been registered as a House of Multiple Occupation;
- k) a dispute with **us** not dealt with under Condition 6, or the company that sold this policy;
- l) the payment of fines, penalties or compensation awarded against **you**.

### Conditions that only apply to Section Seven – Legal Expenses

The conditions below apply to this section in addition to General Conditions on page 18.

**Your responsibilities.**

- 1) **You** must
  - a) tell **us** as soon as reasonably possible of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour;
  - b) cooperate fully with **us**, give the **appointed advisor** any instructions required, and keep them updated with the progress of the claim and not hinder them;
  - c) take reasonable steps to claim back **legal costs and expenses** and employment tribunal fees and, where recovered pay them to the **insurer**;
  - d) keep **legal costs and expenses** as low as possible;
  - e) allow the **insurer** at any time to take over any claim and conduct it in **your** name.

## Section Seven – Legal Expenses (continued)

### 2) Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2b) below, **you** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**;
- b) **You** may choose the **appointed advisor** if
  - i. **we** agree to start legal proceedings or proceedings are issued against **you**;
  - ii. there is a conflict of interest;
- c) Where **you** wish to exercise **your** right to choose, **you** must write to **us** with **your** preferred representative's contact details. Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** appointed advisor panel;
- d) If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, cover will end immediately;
- e) In respect of a claim under insured events A) Personal injury, B) Clinical negligence, C) Consumer contracts and E) Employment, **you** must enter into a **conditional fee agreement** or the **appointed advisor** must enter into a **collective conditional fee agreement**, where legally permitted.

### 3) Consent

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

### 4) Settlement

- a) **The insurer** has the right to settle the claim by paying its reasonable value;
- b) The **insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreed between **you** and **your** employer or ex-employer under insured event E) Employment;
- c) **You** must not negotiate, settle the claim or agree to pay **legal costs and expenses** without **our** written agreement;
- d) If **you** refuse to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs and expenses**;
- e) **You** must settle **communication costs** arising from insured event J) Identity Theft in the first instance and make a receipted claim to **us** for reimbursement.

### 5) Barrister's opinion

**We** may require **you** to obtain and pay for an opinion from a barrister regarding the merits or value of **your** claim. If the opinion supports **you**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on **you** and **us**.

This does not affect **your** right in Condition 6) Disputes below.

### 6) Disputes

If any dispute between **you** and **us** arises from this section, **you** can make a complaint to **us** as described on pages 8 and 9 of this policy and **we** will try to resolve the matter.

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## Section Seven – Legal Expenses (continued)

### 7) Acts of Parliament

All legal instruments and rules referred to within this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

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## Section Eight – Helplines

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

The services under this section are available to **you** during the **period of insurance**.

### A) Legal and tax advice

If **you** have a legal or tax problem please take advantage of **our** confidential legal and tax advice helpline. The legal advice helpline is open 24 hours a day, 365 days a year and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or personal tax matters falling within United Kingdom law. Services are subject to fair and reasonable use. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax related matters. **You** can get advice by phoning **0330 303 1839**.

### B) Identity Theft Advice and Resolution Service

Call between 8am and 8pm for advice about keeping **your** identity secure or if **you** suspect someone has used **your** personal information without **your** permission to commit fraud. **Our** case workers can advise **you** about contacting **your** bank or Credit Card Company and will help **you** to contact credit referencing agencies to restore **your** credit rating. The number is **0333 000 2083**.

In order to check and improve service standards, **your** call may be recorded.

### C) Consumer and Landlord Legal Services Websites

Register at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter voucher code

- AFE48BBE98B5 to access **our** digital law guide and download legal documents to help with consumer legal matters.
- EC426C378CB8 to access **our** digital law guide and download legal documents to help with landlord and tenancy legal matters.

## Section Nine – Home Emergency

Covering emergency costs following an insured event which results in a home emergency.

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

### Definitions that only apply to Section Nine – Home Emergency

The definitions applying to the whole policy on page 13 shall include or be substituted with the following definitions in respect of this Section only.

<b>Central heating boiler</b>	A boiler: <ul style="list-style-type: none"><li>a) located in <b>your home</b>; and</li><li>b) which has been serviced no more than 12 months before the date of <b>your home emergency</b>.</li></ul>
<b>Contractor</b>	The contractor or tradesperson chosen by <b>us</b> to respond to <b>your home emergency</b> .
<b>Emergency costs</b>	<ul style="list-style-type: none"><li>a) <b>Contractor's</b> reasonable and properly charged labour costs, parts and materials, and where necessary;</li><li>b) Alternative accommodation costs incurred under Insured Event H.</li></ul> <p>The maximum payable by the <b>Insurer</b> is £1,500 for all claims related by time or original cause.</p>
<b>Home emergency</b>	A sudden unexpected event which clearly requires immediate action in order to: <ul style="list-style-type: none"><li>a) prevent <b>damage</b> or avoid further <b>damage</b> to <b>your home</b>; and/or</li><li>b) render <b>your home</b> safe or secure; and/or</li><li>c) restore the main services to <b>your home</b>; and/or</li><li>d) alleviate any health risk to <b>you</b>.</li></ul>
<b>Insurer</b>	Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Limited through its appointed representative Amlin UK Limited.
<b>Vermin</b>	Brown or black rats, house or field mice and wasps' or hornets' nests.
<b>We/us/our</b>	<b>ARAG</b> plc who is authorised under an administration agreement to administer this insurance and handle claims on behalf of the <b>Insurer</b> .

### How we deal with your claim

Following an insured event which results in a **home emergency** the **insurer** will pay **emergency costs** provided that the claim is reported to **us**

- a) during the **period of insurance**; and
- b) as soon as **you** first become aware of a **home emergency**; and **you** always agree to use the **contractor** chosen by **us**.

## Section Nine – Home Emergency Insured Events

What is covered	What is not covered
<p><b>A) Main heating system</b></p> <p>The total failure or complete breakdown, whether or not caused by accidental <b>damage</b>, of the main heating system (including a <b>central heating boiler</b>, all radiators, hot water pipes and water storage tanks) in <b>your home</b>.</p>	<p><b>You</b> are not covered for any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>a) <b>emergency costs</b> which have been incurred before <b>we</b> accept a claim;</li> <li>b) an insured event which happens within the first 48 hours of cover if <b>you</b> purchase this section at a different time from other sections of this policy;</li> <li>c) <b>emergency costs</b> if there is no one at <b>home</b> when the <b>contractor</b> arrives and access cannot be gained;</li> <li>d) any matter occurring before or existing at the start of the <b>period of insurance</b> and which <b>you</b> believed or ought reasonably to have believed could give rise to a claim under this section;</li> <li>e) any wilful or neglectful act or omission or any third party interference or faulty workmanship which does not comply with the recognised industry standards or manufacturer's instructions;</li> <li>f) a main heating system (including a <b>central heating boiler</b>) which is more than 15 years old;</li> <li>g) an LPG fuelled, oil fired, warm air, solar and un-vented heating systems; or boilers with an output over 60Kw/hr;</li> <li>h) the cost of making permanent repairs including any redecoration or making good the fabric of <b>your home</b>; <ul style="list-style-type: none"> <li>i. once the emergency situation has been resolved;</li> <li>ii. arising from <b>damage</b> caused in the course of the repair or investigation of the cause of the Insured Event or in gaining access to <b>your home</b>;</li> </ul> </li> <li>i) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply;</li> <li>j) the replacement of parts that suffer <b>damage</b> or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap);</li> <li>k) garages (unless integral), outbuildings, boundary walls, hedges, cess pits fuel tanks or septic tanks;</li> <li>l) <b>your home</b> being left unoccupied for more than 30 days consecutively;</li> </ul>
<p><b>B) Plumbing and drainage</b></p> <p>The sudden <b>damage</b> to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within <b>your home</b>, which results in a <b>home emergency</b>.</p>	
<p><b>C) Home security</b></p> <p><b>Damage</b> (whether or not accidental) or the failure of external doors, windows or locks, which compromises the security of <b>your home</b>.</p>	
<p><b>D) Toilet unit</b></p> <p>Breakage or mechanical failure of a toilet bowl in <b>your home</b> or cistern resulting in the loss of function.</p>	
<p><b>E) Domestic power supply</b></p> <p>The failure, whether or not caused accidentally, of <b>your home's</b> domestic electricity or gas supply.</p>	
<p><b>F) Lost keys</b></p> <p>Loss or theft of the only available set of keys to <b>your home</b> if <b>you</b> cannot replace them to gain normal access.</p>	
<p><b>G) Vermin infestation</b></p> <p><b>Vermin</b> causing <b>damage</b> inside <b>your home</b> or a health risk to <b>you</b>.</p>	
<p><b>H) Alternative accommodation costs</b></p> <p><b>Your</b> overnight accommodation costs including transport to such accommodation following a <b>home emergency</b> which makes <b>your home</b> unsafe, insecure or uncomfortable to stay in overnight.</p>	

## Section Nine – Home Emergency Insured Events

What is covered	What is not covered
	m) goods or materials covered by a manufacturer's, supplier's or installers' warranty; n) the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use; o) <b>subsidence, landslip or heave</b> ; p) a property that <b>you</b> rent or let; q) blockage of supply or waste pipes to <b>your home</b> due to freezing weather conditions.

### How to make a claim

If **you** have a **home emergency**;

- a) Please telephone 0330 303 1841 (lines are open 24 hours a day, 365 days a year) as soon as possible, providing **us** with **your** name, address, postcode and the nature of the problem.
- b) **We** will record **your** details and then decide on the best course of action to limit **your** loss and/or repair the **damage**. If the event relates to an emergency covered by this section **we** will call out a member of **our** emergency **contractor** network. Poor weather conditions or remote locations may affect normal standards of service.
- c) If **you** are claiming for alternative accommodation costs **you** must obtain **our** authority to incur costs before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed.
- d) It is important **you** notify **us** as soon as possible of any claim, and do not call out **your** own **contractors** as **we** will not pay their costs.
- e) **You** must report any major emergency which could result in serious **damage** to **your home** or injury, to the Emergency Services or the company that supplies the service.
- f) **Your** call may be recorded for training and security purposes and will be answered as soon as possible



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## Section Nine – Home Emergency (continued)

### Conditions that only apply to Section Nine – Home emergency

The conditions below apply to this Section in addition to General Conditions on page 18.

#### a) Your responsibilities

You must:

- i. not do anything that hinders **us** or the **contractor**;
- ii. tell **us** without delay after becoming aware of a **home emergency**;
- iii. tell **us** as soon as reasonably possible of anything that might materially alter **our** assessment of the claim;
- iv. cooperate fully with the **contractor** and **us**;
- v. take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**;
- vi. minimise any **emergency costs** and try to prevent anything happening that may cause a claim;
- vii. allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation;
- viii. be able to prove that the **central heating boiler** has been serviced within 12 months previous to a **home emergency** claim.

#### b) Our consent

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

#### c) Settlement

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

#### d) Disputes

If any dispute between **you** and **us** arises from this section **you** can make a complaint to **us** as described on page 8 and **we** will try to resolve the matter.

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