

beazley

MARKHAM



Possessions & Collections



Find out more about
the story of Beazley
and how it all started
with a hat stand

Contents

Words and phrases with special meanings	1
Important information regarding this insurance	4
Your obligations	6
General exclusions	10
Claims conditions and how to make a claim	12
Complaints procedure and cancellation of this insurance	13
Section 1 – Contents	16
Section 2 – Fine art and antiques	24
Section 3 – Valuables	31
Section 4 – Legal liability to the public	36
Section 5 – Legal liability to domestic employees	39
Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance	40

Emergency assistance and key contact details

As a Beazley policyholder you have access to the following helplines and services. When calling please advise the helpline operator that you are a Beazley policyholder.

Claim notification line Sections 1 to 5

To notify us of a new claim under Sections 1 to 5 of this policy, please refer to your schedule for contact details.

Legal and identity fraud advice line Section 6

There is a 24-hour telephone advisory service for advice on any private legal or identity fraud problem of concern to you or any member of your household as detailed under Section 6 of your policy. Specialist lawyers are at hand to help you. If you need a lawyer or accountant to act for you and your problem is covered under this insurance, the advice line will ask you to complete a claim form.

If you would like to make use of this service simply telephone:

0344 770 1040

Please read Section 6 for full details and associated terms and conditions relating to Family legal costs, identity fraud protection and personal cyber support insurance.

Lifestyle counselling helpline

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. Our specialists will help you deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting your general wellbeing. Counsellors and information specialists are also trained to help you with practical problems like debt. You can access the lifestyle counselling helpline on **0344 770 1036**

Cyber support helpline

You can use the helpline service to discuss any cyber support problem occurring under the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover, arising during the period of this policy. Simply telephone **0333 234 2678** and quote "Beazley".

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

Thank you for choosing Beazley

I am delighted that you have chosen Beazley and it is my pleasure to enclose your insurance policy.

With a wealth of experience in meeting our clients' needs around the world, we are a specialist insurer with operations in Europe, the US, Canada, Latin America and Asia. Working closely with high calibre insurance brokers, Beazley seeks to deliver exceptional underwriting and claims service. Beyond our deep understanding and expertise in specialist risks, we're committed to striving for better and going the extra mile on behalf of our customers.

Please read your policy documentation carefully to ensure that the cover meets your requirements. If you have any questions or queries, please do not hesitate to contact your broker who will be happy to assist.

Thank you for insuring with Beazley.



Adrian Cox
Chief Executive Officer
Beazley Group

Words and phrases with special meanings

Whenever the following words and phrases appear in **your** Insurance **policy** in bold print they will always have these meanings:

Broker	The insurance agent who arranged this cover on your behalf.
Bodily injury	Death, or physical injury, disease or illness.
Business	Any clerical and non-manual business you conduct at or from an office in your home .
Business contents	Office furniture and equipment, stationery, office supplies, software, books, records and documents in your home all belonging to the business or for which the business is legally responsible.
Contents	<p>Household goods and personal property, including fine art and antiques, jewellery and watches, personal possessions and outdoor and garden property, which belong to you or for which you are legally responsible.</p> <p>This definition also includes the personal property of any member of your family in full-time education while they are studying away from home, tenant's improvements, fixed television and radio aerials, satellite dishes, their fittings and masts that are attached to the home.</p> <p>We do not include the following within this definition:</p> <ul style="list-style-type: none"> • Any part of the buildings • Land or water • Any living thing • Motor vehicles, caravans and their accessories other than quad bikes and motorised sit-in toy or miniature vehicles including motor-cycles, under 50cc engine capacity, golf trolleys, golf buggies or motorised wheelchairs or mobility scooters • Trailers and horseboxes over 12 feet in length • Sailboards, surfboards, dinghies, hand propelled or motorised watercraft more than 16 feet in length or with an engine of more than 25 horsepower • Any property used for commercial purposes other than as defined under business contents above.
Collectibles	Private collections of wine and spirits, rare, unique or novel articles of personal interest (for example, dolls, guns, model trains) including memorabilia. We do not include business property within this definition.
Domestic employee	Any person employed by you under a contract of service which is solely for private domestic duties. We do not include any person involved in demolition, alterations, extensions or renovations to any part of the home within this definition.

Words and phrases with special meanings

Endorsements	A change in the terms and conditions of this insurance detailed within your policy .
Excess	The amount shown in the schedule or endorsement that you will be responsible for paying for each agreed claim.
Family	Members of your family who permanently live in the home including spouses, fiancé(e)'s, co-habitees and partners, adopted children and step-children. Family does not include lodgers, tenants, paying guests or domestic employees .
Fine art and antiques	Any art, antique and article of particular value due to their age, recognised artistic or collectable nature of whatsoever description other than jewellery and watches which belong to you or for which you are legally responsible. This definition includes but is not limited to tapestries, rugs, furniture, paintings, etchings, manuscripts, sculptures, porcelain, gold, silver and gold and silver-plated items, antique guns, objets d'art, contemporary art, clocks, barometers, musical instruments and collectibles . We do not include business property within this definition.
Flood	Any circumstance where land surfaces of the property or floorings of your home not normally covered by water become covered by water, including flooding caused in any way by heavy rainfall, a river or dam overflowing or breaching its normal confines, tidal waters, storm surge or a rise in groundwater. Flood does not include any flooding caused by the bursting or leaking of internal or external water or sewerage pipes serving or forming part of the property unless such flooding was directly caused by an increase in the volume of rain or melt water.
Home	The private dwelling insured under this policy including outbuildings used for domestic purposes at the address shown on the schedule .
Jewellery and watches	Gemstones, pearls, watches or items of gold, silver or other precious or semi-precious metals and/or articles comprising them, designed to be worn on the person. We do not include business property within this definition.
Money	Current legal tender, cheques, travellers cheques, postal or money orders, travel tickets, premium bonds, savings certificates and share certificates, gift tokens, phone cards, current postage stamps and saving stamps kept by you for private, domestic or charitable purposes.
Outdoor and garden property	Those items designed to be left or used outdoors including: <ul style="list-style-type: none"> • Garden furniture, children's play equipment, garden statues and garden ornaments, • Domestic garden maintenance equipment, ride-on lawnmowers and power equipment • Golf trolleys, golf buggies, motorised and non-motorised wheelchairs • Motorised sit-in toy or miniature vehicles including motorcycles providing they have an engine capacity of 50cc or less • Quad bikes but only if they have an engine capacity of 50cc or less and used exclusively for the care of gardens, horses and pets • Trailers and non-motorised horseboxes up to 12 feet in length.

Words and phrases with special meanings

Period of insurance	The length of time the insurance is in force as shown on the schedule .
Personal possessions	Personal items other than jewellery and watches belonging to you and designed to be worn or carried by you including luggage, baggage, photographic equipment, spectacles, contact lenses and hearing aids, mobile communication and portable computer equipment, sports equipment, pedal cycles, saddlery, tack, clothing and other similar items.
Policy	Your insurance policy is made up of this policy wording, your policy schedule and any other endorsements attached.
Schedule	The schedule forms part of this insurance and contains details of you , the home , the sums insured , the excess , any endorsement , the period of insurance and sections of this insurance that apply.
Specified	Items individually declared by you and shown on your schedule .
Storm	Wind speeds with gusts of at least 48 knots (55mph) equivalent to Storm Force 10 on the Beaufort Scale or torrential rainfall at a rate of at least 25mm per hour or, snow to a depth of at least one foot (30 cm) in 24 hours or, hail of such intensity that it causes damage to hard surfaces or breaks glass.
Sum insured	The most we will pay as shown against each section and/or item in the schedule .
Tenant's improvements	Alterations, decorations, improvements which have been undertaken by you or previous occupiers as tenants.
United Kingdom	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
Unoccupied/unoccupancy	Your home is unoccupied whenever it is insufficiently furnished for normal living purposes or although furnished has been without and / or intended to be without an authorised person or persons being in the home overnight for a period in excess of 90 consecutive days.
Unspecified	Individual items, pairs or sets not separately declared by you on your application for insurance and that are not specifically recorded by us on the schedule .
Valuables	Jewellery and watches , Furs and Guns
Watercraft	Sailboards, surfboards, dinghies, hand-propelled and motorised boats less than 16 feet in length or motorised watercraft with an engine of 25 horsepower or less.
We/us/our/	A F Beazley Syndicates 2623/623 at Lloyd's of London managed by Beazley Furlonge Ltd
You/your/insured	The person(s) named in the schedule , family and domestic employee(s) who permanently live in the home .

Important information regarding this insurance

This insurance cover is administered on behalf of Beazley Syndicates 2623 and 623 at Lloyd's of London. The insurance cover under Sections 1 to 5 is underwritten by Syndicates 2623 and 623 at Lloyd's.

The insurance cover under Sections 6 is managed by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

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

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

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

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

What do I need to do now?

Read this **policy** document which provides all the information about the cover available under **your policy**. **Your** insurance is arranged in different sections and cover relates ONLY to those sections which are shown in **your policy schedule** as being included.

The most **we** will pay for loss or damage under each section insured, for each insured address, is shown in the respective section of **your policy schedule**. Check **your policy schedule** to ensure **you** have the right cover. **Your policy schedule** will show the sections **you** have selected along with associated limits, excesses and any special conditions that may also apply. If anything is not correct please let **us** or **your broker** know as soon as possible.

It is important that **you** understand:

- which sections **you** have requested and want to be included;
- what each section covers and does not cover;
- **your** obligations to comply with the terms and conditions under each section of this insurance and under the insurance as a whole.

How we will handle your data - Data protection

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

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

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

Important information regarding this insurance

How we will handle your data - Data protection

Other people's personal information you provide to us: Where **you** provide **us** or **your broker** with personal information about other people, **you** must provide **our** privacy notice to them.

Want more details? For more information about how **we** use **your** personal information please see **our** full privacy notices, which are available online on **our** websites or in other formats on request.

Contacting us and your rights: **You** have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notices, please contact our Data Protection Officer: The Data Protection Officer, Beazley Plc, 22 Bishopsgate, , London EC2N 4BQ. Email: DPO@beazley.com

Conditions

Rights of third parties

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

Law and jurisdiction applicable to the insurance

Unless specifically agreed to the contrary in writing, this **policy** is governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of the country within the **United Kingdom** in which **your home** is situated.

Other Insurance

If **you** claim under this **policy** for something which is also covered by another insurance policy, **we** will only pay **our** share of the claim. **You** must give **us** full details of the other insurance policy.

Sanctions

You agree that any cover, the payment of any claim and any benefit provided under **your Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until we are no longer exposed to any sanction, prohibition or restriction.

Your obligations

Reasonable care

You must:

1. take all reasonable steps to prevent accident or injury and safeguard **your** possessions against loss or damage;
2. keep **your** possessions in a good state of repair; and
3. take all reasonable steps to prevent further damage from happening.

If **you** fail to comply with the above obligations and **we** determine that the loss or damage that has resulted in a claim has been caused or adversely impacted by **your** failure to comply with **your** obligations, **we** may refuse to pay **your** claim or reduce any payment **we** make for the claim.

Information you have given us

You must take reasonable care to ensure that all the information **you** have given **us** is true, accurate and complete to the best of **your** knowledge and belief. Please talk to **your broker** if **you** are in any doubt about what to tell **us**. **Your** information is important to **us** as **we** have relied on it when deciding whether to offer **you** cover, and when setting the premium and the terms of **your policy**.

It might impact **your** insurance or any claim if the information **you** have given **us** is not true, accurate and complete.

If **we** find out **you** have acted carelessly when giving **us your** information, **we** might:

- treat this insurance as if it had never existed. If this happens **we** will give **you** back the premium **you** paid and **you** must reimburse any payments **we** have made. **We** will only do this if **we** would not have offered **you** cover if **we** had been given true, accurate and complete information; or
- change the terms of **your** insurance. **We** may apply these different terms as if they were already in place if a claim has been impacted by **your** carelessness; or
- charge **you** more for **your** insurance or proportionately reduce the amount **we** pay on a claim; or
- cancel **your** insurance in accordance with the "Cancellation" section.

If **we** find out **you** have deliberately or recklessly given **us** false or misleading information, **we** will treat this insurance as if it never existed and decline all claims. **You** must reimburse any payments made under this insurance and **we** will not return any premium **you** have paid.

Your broker will write to **you** if **we** are going to do any of these things.

Notifying us of any changes or inaccuracies

You must tell **your broker** as soon as possible:

- if **you** become aware that the information **you** have given **us** is untrue or incomplete;
- after **you** become aware of any changes to the information **you** have given **us**. For example;
 - **You** are going to move **home** permanently;
 - Someone other than **your family** is going to live in **your home**;
 - **Your home** is going to be used for short periods each week or as a holiday home;
 - **Your home** is going to be **unoccupied** or **unfurnished**;
 - **Your home** is going to be used for any business, trade or profession (other than clerical non-manual business conducted from an office in **your home** for which **you** have no employees).
 - **You** or any member of **your family** has received a conviction for any offence except for driving;

Your obligations

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 or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the Cancellation section of this **policy**.

If **you** fail to notify **us** that the 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.

Contract works

You must tell **your broker** at least thirty (30) days before the start of any building work to **your home** and before **you** enter into any contract for the works if the estimated or quoted value of such work is more than £100,000. Building work includes any application of heat presses to **your home**, restoration, renovation, construction, repair, redecoration, maintenance, alteration or other similar work.

If the value of the building work is more than £100,000 **we** may:

1. amend the terms of **your policy**;
2. cancel **your** insurance in accordance with the cancellation condition; or
3. require **you** to pay more for **your** insurance.

If **you** fail to tell **us** of the above building work and **we** provided **you** with cover **we** would not otherwise have offered then, in addition to 1. to 3. above, **we** may:

- change the terms of **your** insurance. **We** may apply these different terms as if they were already in place and apply these amended terms to all claims under this insurance; and
- treat this insurance as if it had been cancelled by **us** in accordance with the "Cancellation" section on the date that **you** should have told **us** about the building work. **We** will only do this if **we** can demonstrate that **we** would have cancelled **your** insurance when **we** were told about the works.

You must not waive **our** right to start proceedings in **your** name to recover for **our** benefit any payment **we** would have made under this **policy**. If **you** fail to comply with this obligation **we** will not pay for any loss or damage.

Adequacy of sum insured

You must at all times ensure that **your sums insured** are maintained at full value. Full value means the cost to replace the entire **contents** of **your home** as new. If **you** fail to maintain **your sums insured** at full value **your** insurance will not cover the full amount required to put **you** back in the same position as **you** were before the loss or damage happened and **you** will need to pay the remaining costs.

Inflation protection

At renewal **we** will;

- increase the **contents sum insured** in line with the Retail Price Index or another appropriate index.
- increase the **unspecified** and **specified valuables** and **unspecified fine art and antiques sum insured** in line with the Retail Price Index or another appropriate index.

We will not reduce the **sums insured** if the index used falls. The new **sum insured** will be notified to **you** annually with **your** renewal notice.

Your obligations

Prevention of water freezing in fixed water tanks, apparatus and pipes

You must take appropriate measures to prevent freezing of water in fixed water tanks, apparatus and pipes in **your home** during the winter months of December, January and February by ensuring that **you** keep **your home** adequately heated throughout or alternatively **you** shut off and drain fixed water tanks, apparatus and pipes. If **you** fail to comply with this obligation and we determine that the loss or damage that has resulted in a claim has been caused or adversely impacted by **your** failure to comply, we may refuse to pay **your** claim or reduce any payment we make for the claim.

Chimney and flue maintenance

If **you** have an open fire, wood or multi-fuel burning appliance in **your home** **you** must comply with the following obligations. If **you** fail to comply with these obligations **we** will not make any payment under this **policy** in respect of loss or damage caused by fire unless **you** can demonstrate that non-compliance could not have increased the risk of loss or damage occurring in the circumstances in which it occurred. **You** must ensure that all chimneys and flues to:

1. open fires are maintained in a good state of repair and professionally cleaned along the entire length at least once a year before winter use. When burning wood or bituminous house coal it is strongly recommended that all chimneys and flues are cleaned at least twice a year before and during winter use or if burning smokeless fuel they must be cleaned at least once a year before winter use;
2. wood or multi-fuel burning appliances are inspected annually by a HETAS registered engineer, maintained in a good state of repair and professionally cleaned along the entire length at least once a year before winter use. When burning wood or bituminous house coal it is strongly recommended that all chimneys and flues are cleaned at least twice a year before and during winter use or if burning smokeless fuel they must be cleaned at least once a year before winter use;
3. wood or multi-fuel burning appliances are professionally lined and insulated.

If any of the above chimneys are fitted with a spark arrester it must be removed and thoroughly cleaned at the same time as the chimney is being professionally cleaned.

Wood or multi-fuel burning appliances

If **you** have a wood or multi-fuel burning appliance in **your home** **you** must comply with the following obligations. If **you** fail to comply with these obligations **we** will not make any payment under this **policy** in respect of loss or damage caused by fire unless **you** can demonstrate that non-compliance could not have increased the risk of loss or damage occurring in the circumstances in which it occurred. **You** must ensure that **you**:

1. use the fuel recommended by the manufacturer for **your** type of appliance;
2. keep all combustibles, including logs, at a safe distance from a hot stove and hearth;
3. keep permanent air ventilation grills clear at all times;
4. do not "turn down the stove for the night" / slumber burn an appliance unless it is specifically designed to operate this way - refer to the manufacturer's instructions;
5. never leave an open fire unattended without a spark guard;
6. have **your** appliance serviced regularly by a HETAS Registered Installer or HETAS Approved Servicing technician in accordance with manufacturer's instructions. If the manufacturer's instructions do not cover this, **you** must have **your** appliance serviced at least once a year and be able to evidence this upon request. Any necessary remedial or maintenance work identified during the service must be completed by a HETAS approved technician as soon as is reasonably possible and no later than 30 days after the date of the inspection and a receipt evidencing such work must be obtained and kept by you.
7. have **your** chimney and flue professionally cleaned along the entire length at least once a year before winter use. When burning wood or bituminous house coal it is strongly recommended that all chimneys and flues are cleaned at least twice a year before and during winter use or if burning smokeless fuel they must be cleaned at least once a year before winter use.

Your obligations

Home safe installation

You must ensure that the home safe notified to **us** has been installed in accordance with the manufacturers recommendations. If **you** fail to comply with this obligation and **we** determine that the loss or damage that has resulted in a claim has been caused or adversely impacted by **your** failure to comply, **we** may refuse to pay **your** claim or reduce any payment **we** make for the claim.

Packing and transportation

You must ensure that **specified** items of **fine art and antiques** and **collectibles** are packed for transit by a professional carrier. For **unspecified** items of **fine art and antiques** and **collectibles** **you** must ensure that such items are appropriately packed and under the custody and control of **you**, an adult member of **your family** or a suitable person appointed by **you**.

If **you** fail to comply with this obligation and **we** determine that the loss or damage that has resulted in a claim has been caused or adversely impacted by **your** failure to comply, **we** may refuse to pay **your** claim or reduce any payment **we** make for the claim.

Collections

In respect of any collection of **fine art and antiques** or **valuables** insured under this **policy** a full and current inventory must be maintained by **you** and provided in the event of a claim. The onus of proof of value rests with **you** where professional valuations have not been seen and agreed by **us** and **you** will be asked to provide receipts and / or professional valuations in support of **your** claim.

Premium payment

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

General exclusions applicable to sections 1 to 5

The following exclusions apply to Sections 1 to 5 of this insurance **policy**.

What is not insured?

1. Existing damage

We will not pay for loss, damage or liability occurring before cover starts or arising from an event before cover starts.

2. Deliberate acts

We will not cover any claim, loss, damage or liability arising out of a deliberate or dishonest act by **you**, anyone acting on **your** behalf or any person lawfully in the **home**.

3. More specific insurance

We will not cover any claim, loss, damage or liability that would be covered under another insurance if this **policy** did not exist or covered under any other contract, legislation or guarantee.

4. Indirect loss or damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim.

5. Nuclear and radioactive contamination

We will not cover any claim, loss, damage or liability directly or indirectly due to any nuclear reaction, nuclear radiation or radioactive contamination.

6. Biological and chemical contamination

We will not cover any claim, loss, damage or liability directly or indirectly due to biological or chemical contamination which is caused by an act of **terrorism**. For the purposes of this exclusion “terrorism” means any act(s) of any person(s) or organisation(s) involving:

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

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

7. War

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

General exclusions

The following exclusions apply to Sections 1 to 5 of this insurance **policy**.

What is not insured?

8. Infectious or contagious disease

We will not cover any claim, loss, damage or liability directly or indirectly due to :

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

9. Cyber and data

We will not cover any claim, loss, damage or liability directly or indirectly caused deliberately or accidentally by:

(a) Cyber

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i. or ii. above.

However, where:

- a fire or explosion occurs as a result of i. or ii above;
- an escape of water occurs as a result of i. or ii. above; or
- a theft or attempted theft immediately follows i. or ii. above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this **policy**, **we** will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

(b) Electronic Data

We will not cover loss of or damage to any electronic data (for example files or images) wherever it is stored.

Claim conditions and how to make a claim

The following claim conditions apply to Sections 1 to 5 of this insurance **policy**.

How to make a claim

Naturally **we** hope **you** won't have any accidents or misfortune, but if **you** do and wish to make a claim **you** must contact the claims team as soon as possible. Contact details for reporting claims can be found on **your schedule** or via **your broker**. At the time of making a claim, **you** will be asked for details of **your broker**, the policy number stated on **your schedule** and for full details of the claim.

Your duties

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

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

If **you** do not, **we** may not make a payment for **your** claim or reduce any payment **we** make under this insurance.

You must also comply with any other conditions contained within the specific sections of this **policy**.

Defence of claims

You must allow **us** to:

- take over the defence or settlement of any claim in **your** name if **you** are being held responsible for causing damage to property or injury; and
- take any action **we** consider necessary to enforce **our** rights under this insurance to start any recovery proceedings in **your** name and give **us** all the assistance **we** need to do this.

If **you** do not, **we** may not make a payment for **your** claim or reduce any payment **we** make under this insurance.

Fraudulent claims

If any claim is in any way dishonest, exaggerated or fraudulent then **we** will:

1. refuse to make any payment in respect of the dishonest, exaggerated or fraudulent claim;
2. tell **you** that **we** are terminating **your policy** and back-date the termination to the date of the fraud, dishonesty or exaggeration;
3. refuse to make any payment under this **policy** in respect of any claim made or any loss occurring on or after the date of the fraud, dishonesty or exaggeration; and
4. not return any premium.

If **we** have paid any claims after the date of any fraud, dishonesty or exaggeration, **you** must pay **us** back

Claim conditions and how to make a claim

The following claim conditions apply to Sections 1 to 5 of this insurance **policy**.

Proof of value and ownership

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

Complaints procedure and cancellation of this insurance

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

Sections 1 to 5

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

If **your broker** or **we** cannot resolve your concerns and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints team at Lloyd's. The contact details are:

Complaints, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693

Email: complaints@lloyds.com

Details of Lloyd's complaints procedures, including timescales for resolution, are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com and are also available from the above address.

Section 6

If **you** have any questions or concerns regarding either the family legal costs, identity fraud protection and personal cyber support insurance, please refer to Section 6 for guidance and contact information as appropriate.

Financial ombudsman service

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a period of eight weeks from making **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email: complaint.info@financial-ombudsman.org.uk. Making a complaint does not affect **your** right to take legal action.

Financial Services Compensation Scheme (FSCS)

The subscribing insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if an insurer is unable to meet its obligations to **you** under this contract. If **you** are entitled to compensation from FSCS, the level and extent of the compensation will depend on the nature of this **policy**. Further information about FSCS is available on their website: www.fscs.org.uk or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

Complaints procedure and cancellation of this insurance

Cancellation by you within the first 14 days

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

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

whichever is the later.

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

Cancellation by you or us after the first 14 days

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

- if **you** do not pay **your** premium;
- if the risk changes meaning **we** can no longer provide **you** with insurance cover;
- if **you** do not co-operate with **us** or **you** fail to supply any information or documentation **we** request; or
- if **you** behave in a threatening or abusive way or use threatening or abusive language towards **us** or **our** representatives.

Refund of premium

If this **policy** is cancelled at any time, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. The deduction will be calculated on a proportional basis, by dividing the total premium by the number of days in the **period of insurance** and then multiplying by the number of days **you** were covered. If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

Section 1 – Contents

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

We will insure **your contents** in the **home**, or anywhere in the world while temporarily removed from the **home**, against physical loss or physical damage which happens during the **period of insurance** subject to the exclusions, limitations and conditions of this **policy**.

We will also provide cover for:

1. Alternative accommodation

We will cover **your** reasonable and necessary costs for alternative accommodation, which **we** have agreed to in advance, while **your home** cannot be lived in because of physical loss or physical damage to **your contents** that **we** have agreed to pay for under Section 1 of this **policy wording**. This includes accommodation for **your** domestic pets and horses.

We will not pay for alternative accommodation for more than three years.

2. Denial of access

We will cover **your** reasonable and necessary costs for alternative accommodation, which **we** have agreed to in advance, if a local authority or emergency service prohibits **you** from living in **your home** because of physical loss or physical damage to a neighbouring property. This cover only applies if such physical loss or physical damage is not otherwise excluded by this insurance had the loss or damage occurred to **your home**. This cover includes accommodation for **your** domestic pets and horses.

We will not pay for alternative accommodation for more than one year.

3. Loss of oil

We will pay for theft or accidental loss of domestic heating fuel from **your** fixed heating fuel tank used for the heating system at **your home** which happens during the **period of insurance**.

The maximum amount **we** will pay in total during the **period of insurance** for all insured claims is £10,000.

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

4. Damage by Oil

We will cover the cost of cleaning, repairing or replacing **your contents** which has been caused by any sudden, unforeseen, unexpected and identifiable oil leakage from any fixed tanks, apparatus or pipes at **your home** which happens during the **period of insurance**.

We will not pay for the cost of extracting oil from land or water, or the cost to remove, restore or replace land or water contaminated by oil or for any loss while the **home** is **unoccupied**.

5. Increased water charges

We will pay the cost of increased domestic metered water charges **you** have to pay following an escape of water that results in physical damage to **your contents** that **we** have agreed to pay for under Section 1 of this policy wording.

The maximum amount **we** will pay for any one claim is £10,000.

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

Section 1 – Contents

We will also provide cover for:

6. Replacement locks

We will pay the cost of replacing locks to external doors, safes and burglar alarms in **your home** following the loss or theft of **your** keys during the **period of insurance**. If the lock to **your home** safe is jammed or inoperable, **we** will also pay the cost for its opening by a qualified locksmith.

The maximum amount **we** will pay for any one claim is £25,000. The **excess** will not apply to any claim made for this sub-section.

7. New Acquisitions

We will allow an increase in the **contents sum insured** of up to 25% (but no greater than £30,000) to cover any items **you** acquire during the **period of insurance**. **We** will only do this if **you** tell **us** about the new possession within 60 days of acquisition and pay an extra premium. This applies separately to each **home** insured under this **policy**.

Any items that are only intended to be in **your** possession for a short period of time, such as presents for other people, are covered automatically for up to 60 days, as long as they do not increase the **contents sum insured** by more than 25%.

8. Visitors' and non-resident domestic employees' possessions

We will cover visitors' and non-resident domestic employees' possessions while in **your home**, that are not insured elsewhere, against physical loss or physical damage which happens during the **period of insurance**.

The maximum amount **we** will pay for any one claim is £5,000.

We will not pay for **jewellery and watches** or **money**.

10. Data retrieval

We will pay for the costs incurred in retrieving **your** personal or **business data** from the computers in **your home** which have suffered damage **we** have agreed to pay under Section 2 of this insurance.

The maximum amount **we** will pay for any one claim is £5,000.

11. Money

We will cover **your money** for physical loss or physical damage which happens during the **period of insurance** anywhere in the world. **We** will not pay for:

- a. loss or damage to any electronic, online or crypto currency, including Bitcoin, whether such currency exists in a physical form or not;
- b. **money** left in an unattended vehicle,
- c. **money** left in an unattended hotel room or other temporary accommodation. This exclusion shall not apply if the **money** is locked in a safe or safety deposit box,
- d. loss of value, confiscation or shortage due to **your** error or omission; or
- e. any losses not reported to the police within 24 hours of the discovery of the loss.

The maximum amount **we** will pay for any one claim is £5,000.

Section 1 – Contents

We will also provide cover for:

12. Credit cards

We will pay any amounts, which **you** legally have to pay if **your** personal credit card, charge card, debit card, bankers' card or cash dispenser card has been used without **your** permission after it has been lost or stolen, provided **you** have notified the card issuing company within 24hrs and **you** have followed all the terms under which the bank cards were issued.

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

13. Contents in storage

We will cover **contents** belonging to **you** that are stored in a furniture depository or professional storage facility against physical loss or physical damage which happens during the **period of insurance** and caused by fire, lightning, explosion, smoke, **storm, flood**, theft, attempted theft, collision, impact, civil disturbance, vandalism and/or malicious acts.

We will not pay for **jewellery and watches**.

14. Contents while being professionally removed

We will cover **your contents** for physical loss or physical damage which happens during the **period of insurance** during removal by professional removal contractors between **your home** and any new residence, including a second or holiday home within the **United Kingdom**.

We will not pay for:

- a. China, porcelain, glass or brittle articles that have not been professionally and appropriately packed for transportation; or
- b. any transit outside of the **United Kingdom** without **our** prior agreement; or
- c. **Jewellery and watches**.

15. Contents not normally kept at your home

We will cover **contents** belonging to **you** against physical loss or physical damage which happens during the **period of insurance** normally kept at the following locations:

1. Any second or holiday home within the **United Kingdom** lived in by **you** but not covered by this insurance.
2. **Your** place of work within the **United Kingdom**.

We will also cover **personal possessions** belonging to **your** parents or grandparents against physical loss or physical damage which happens during the **period of insurance** whilst they are residing in any nursing or residential care home within the **United Kingdom**.

We will not pay for any claim for theft or attempted theft at any nursing, residential care home or place of work unless there has been a forcible or violent entry or exit that has resulted in physical damage to the buildings or to the security device(s) used to protect or store **your** or **your** parents or grandparents possessions.

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

Section 1 – Contents

We will also provide cover for:

16. Replacement of identification and other documents

We will pay for the replacement or reconstitution of identification, title deeds or other personal documents belonging to **you** as a result of physical loss or physical damage covered under Section 2 of this **policy**.

The maximum amount **we** will pay for any one claim is £10,000.

17. Hole in one cover

We will pay £500 toward the cost of celebrating in the event that **you** score a 'hole in one' at an official golfing event during the **period of insurance** provided that **you** submit the scorecard and certificate from the event's match secretary to **us** within 14 days of the event. This cover is not subject to an **excess**.

18. Marquee cover

We will insure a marquee and associated heating, lighting and furnishings that **you** temporarily hire and for which **you** are responsible, whilst at **your home** against physical loss or physical damage which happens during the **period of insurance**.

We will not pay if **you** fail to comply with the manufacturers or owners written instructions and the maximum amount **we** will pay for any one claim is £30,000.

What is not insured under Section 1 – Contents

The general exclusions and the following extra exclusions apply to Section 1 of this insurance **policy**.

Wear, tear, mould and gradual deterioration

We will not pay for loss or damage caused by general wear and tear, mechanical or electrical faults or breakdown, rusting, corrosion, warping, wet or dry rot, damp, mould, fungus, or any dryness, dampness or contamination caused by atmospheric or temperature changes, extremes of temperature or exposure to light or damage that happens gradually.

Animals, vermin and insects

We will not pay for loss or damage caused by termites, rodents, vermin, woodworm, or wood-boring insects, moths or for chewing, scratching, tearing or fouling by domestic pets or commercially kept animals.

Misuse, defective design or workmanship

We will not pay for loss or damage caused by misuse, faulty or defective materials, inherent flaw, latent defect, faulty or defective design, manufacture, specification or workmanship.

Mechanical and electrical breakdown or failure

We will not pay for loss or damage to an item due to its mechanical breakdown or malfunctioning or to electronic devices, equipment or systems (such as televisions, radios, gaming consoles, DVD players, home computers, and all other audio and video equipment) due to mechanical, electrical or electronic failure or breakdown.

Section 1 – Contents

What is not insured

The general exclusions and the following extra exclusions apply to Section 1 of this insurance **policy**.

Repair, restoration, renovation or cleaning

We will not pay for any loss or damage caused by or during the process of alteration, renovation, repair, restoration, process of cleaning, dyeing, repair or renovation or while being worked on.

Deception

We will not pay for loss or damage caused by deception other than by any person using deception to gain entry to **your home** or pick pocketing and theft by trickery.

Maintenance or decoration

We do not cover the cost of maintenance or routine redecoration.

Contents and fine art and antiques in the open

We will not pay for loss or damage to **contents**, or **fine art and antiques** other than **outdoor and garden property** left in the open caused by **storm** or **flood** unless specifically designed for outdoor use.

Theft from unattended vehicles

We will not pay for theft from unattended vehicles unless the vehicle has been securely locked, all doors and windows closed, all security devices set, all keys removed and all items are concealed out of sight and / or in the vehicle's glove compartment or boot.

Unoccupied and / or unfurnished homes

We will not pay for;

- loss or damage caused by water or oil escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, waterbed or fish tank while **your home** is **unoccupied**.
- loss or damage to the interior of **your** property caused by theft, attempted theft, vandalism or malicious damage while the **home** is **unoccupied**. This exclusion does not apply if all security devices for the protection of the **home** are put into full and effective operation.
- loss or damage while the **buildings** are not furnished enough to be normally lived in unless caused by fire, lightning or explosion, impact, **storm**, **flood**, or weight of snow.

Contract works

The following exclusions apply to any building work which has an estimated or quoted value of more than £100,000. Building work includes any application of heat process to **your home**, restoration, renovation, construction, repair, redecoration, maintenance, alteration or other similar work.

We will not pay for:

- loss or damage arising out of the activities of contractors or sub-contractors who are undertaking building work at **your home**;
- loss of or damage to materials or supplies;
- any claim for theft or attempted theft from the **home** while any building work is being carried out at **your home**. This exclusion shall not apply if there are visible signs of forcible or violent entry or exit which has resulted in physical damage to the **buildings** or to the security device(s) used to protect or store **your** possessions.
- mysterious disappearance of **your contents**.

Section 1 – Contents

What is not insured

The general exclusions and the following extra exclusions apply to Section 1 of this insurance **policy**.

Motorised vehicles, trailers and watercraft

We will not pay for;

- loss or damage to any motorised vehicle, trailer or horsebox when used on a public highway.
- loss or damage to drones (or their parts), quad bikes, ride-on lawnmowers, golf buggies, motorcycles or **watercraft** while they are being used.
- loss or damage to drones (or their parts), quad bikes, ride-on lawnmowers, golf buggies, motorcycles or **watercraft** unless kept in a securely locked building when not being used.
- loss or damage to **watercraft** caused by the sinking, swamping, stranding, or collision of a **watercraft** or its trailer, equipment, or outboard motor.

Cryptocurrencies

We will not pay for loss or damage to any electronic, online or crypto currency including Bitcoin and Ether, even where such currency exists in physical form.

Ground water level

We will not pay for any loss or damage, cost or expense caused by a gradual rise in the ground water level including any rise which results in **flood**. (Ground water level is the level below the ground which is completely saturated with water)

Unattended pedal cycles

We will not pay for theft or disappearance of pedal cycles, from any building other than **your home** unless force or violence is used to gain entry or when left unattended away from **your home** unless securely locked.

Wine and spirits collections

We will not pay for;

- loss or damage to wine or spirits directly or indirectly caused by or resulting from:
 - a. substitution or mysterious disappearance;
 - b. bankruptcy or any book-keeping failure of any wine or spirit storage facility;
 - c. leakage, evaporation or natural loss of contents;
 - d. cork fly;
 - e. inherent vice; or
 - f. climatic conditions
- any bottle of wine or spirit which has been opened.
- loss or damage to labels on wine or spirit bottles. This exclusion shall not apply to bottles which are listed individually in the schedule of wines and spirits agreed by **us** and such loss or damage is caused by fire, explosion, flood or escape of water from fixed water tanks, apparatus or pipes.
- loss or damage to labels or to wine or spirits caused by escape of water from fixed water tanks, apparatus or pipes or by **flood**. This exclusion shall not apply to bottles which are stored at a level which is greater than 50cm above the level of the floor.

Section 1 – Contents

What is not insured

The general exclusions and the following extra exclusions apply to Section 1 of this insurance **policy**.

Sports equipment and guns

We will not pay for loss or damage to guns caused by rusting or bursting barrels or damage to sports equipment, including guns, while being used.

Ivory

We will not pay for loss or damage to ivory or items containing ivory unless supported by an exemption certificate as stipulated within the UK Ivory Act 2018.

Packing and transportation

We will not pay for **fine art and antiques, collectibles**, items of a brittle nature or musical instruments damaged whilst in transit unless securely and adequately packed.

Musical instruments

We will not pay for breakage of strings, drumheads or the breakage of pipes. **We** will also not pay for damage to internal mechanisms including but not limited to valves and transistors unless caused by a single identifiable external event. **We** will not pay for theft by any person or persons to whom any musical instrument, equipment or accessories are entrusted or loaned.

Pollution and contamination

Other than the cover provided under 'Damage by Oil', **we** will not pay;

- for any loss or damage caused by contamination of the air, water, or earth by harmful or potentially harmful substances resulting from a pollutant, contaminant, smog, or industrial or agricultural smoke.
- for the cost of extracting pollutants or contaminants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

Section 1 – Contents

How much we will pay

We will at, **our** option, repair or replace or pay **you**, the cost of repairing or replacing any lost or damaged item, pair or set.

We will not **pay** for any reduction in value of the property insured following repair or replacement paid for under this insurance or for any more than the **sum insured** for **contents** stated on **your schedule**.

Specific limits of settlement

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

We will pay up to:

- a) £5,000 for any one pedal cycle.
- b) £30,000 any one claim in respect of **Outdoor and garden property** but in no event more than £15,000 any one claim for any quad bike, motorcycle or golf buggy, trailer, non-motorised horsebox or ride-on lawn mower.
- c) £30,000 any one claim for **business contents**.
- d) £25,000 any one claim for wine and spirits but no more than £1,000 per bottle.
- e) £15,000 any one claim for **watercraft** (including their furnishings, equipment and outboard motors).
- f) £25,000 any one claim for **fine art and antiques**.
- g) £10,000 any one claim for **valuables**.
- h) £25,000 any one claim for theft or disappearance from unattended vehicles.

Interior design costs

If **you** have employed the services of an interior designer before any claim and **you** can provide **us** with the suitable evidence of such work **we** will also pay the reasonable and necessary costs incurred with **our** prior agreement for interior designers to assist in the repairs to and replication of existing finishes as part of the repair or rebuilding of the damaged **tenant's improvements**. **We** will only provide this cover if the **sum insured** under this section includes these additional costs.

Matching Pairs, Sets and Suites

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

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

When repair is not possible or replacements cannot be matched if **you** surrender the remaining or undamaged portion of the pair, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit less any **excess** applying up to the market value at the time of the loss.

Section 1 – Contents

How much we will pay

Carpets

Where **we** cannot repair a damaged carpet, **we** will decide whether to replace it with a new one of similar kind and quality or pay the replacement cost of a new one of similar quality. If **we** cannot repair the damaged carpet, **we** will also replace any attached carpet (of the same colour, design and material) in any other parts of the **home**. However, **we** will not pay to replace any undamaged carpet in other parts of the **home** that are separated from the damaged carpet, for example, by means of a door or room divider.

Where floor coverings, except carpets, are damaged beyond repair, only the damaged floor covering will be replaced and not undamaged floor coverings in adjoining rooms.

Wine and Spirits Collections

We will pay up to the current market value of any lost or destroyed bottle of wine or spirit however, the most **we** will pay in respect of any one bottle is £1,000 but in no event will **we** pay more than £25,000 in total for each agreed claim unless **your collection** has been declared to and agreed by **us** for a higher value.

For labels on bottles of wine or spirit that are listed individually in the schedule of wines and spirits agreed by **us**, **we** will decide whether to repair, replace or pay the loss in value of the damaged item. The most **we** will pay in total for a damaged label and any resulting loss in value of the wine or spirit is £1,000 or for specified collections the amount shown for such bottle(s) of wine or spirit in the schedule of wines and spirits agreed by **us** and held by **us** or **your** insurance broker.

Excess

We will deduct the applicable **excess** before paying **your** claim. If **your** claim relates to an incident of loss or damage that involves more than one **excess**, it is the highest applicable **excess** that will be deducted from the total settlement.

If **your** claim is for water damage an excess of £500 will apply unless **you** have chosen to take a higher **excess** in exchange for a discounted premium or we have imposed a higher **excess**.

If a claim is more than £25,000 **we** will not take off any **excess** unless **you** have chosen to take a higher **excess** in exchange for a discounted premium or **we** have imposed a higher **excess**. This waiver does not apply to the water damage **excess**.

Section 2 – Fine art and antiques

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

We will insure **your fine art and antiques** in the **home**, or anywhere in the world while temporarily removed from **your home**, against physical loss or physical damage which happens during the **period of insurance** subject to the exclusions, limitations and conditions of this **policy**.

Any collection, single item, pair or set valued at £50,000 or wine and spirits collection over £25,000 must be individually **specified** by **you**, supported by inventories, valuations and/or purchase receipts. **You** should be aware that the onus of proof of value rests with **you** in the event of a claim where professional valuations have not been seen and agreed by **us**.

Any items that have not been individually **specified** will be covered as **unspecified** items.

We will also provide cover for:

1. Fine art and antiques in storage

We will cover **fine art and antiques** belonging to **you** that are stored in a furniture depository or professional storage facility against physical loss or physical damage which happens during the **period of insurance** and caused by fire, lightning, explosion, smoke, **storm, flood**, theft, attempted theft, collision, impact, civil disturbance, vandalism and/or malicious acts.

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

We will cover **fine art and antiques** belonging to **you** against physical loss or physical damage which happens during the **period of insurance** normally kept at the following locations:

1. Any second or holiday home within the **United Kingdom** owned or lived in by **you** but not covered by this insurance.
2. **Your** place of work within the **United Kingdom**.

We will also cover **fine art and antiques** belonging to **your** parents or grandparents against physical loss or physical damage which happens during the **period of insurance** whilst they are residing in any nursing or residential care home within the **United Kingdom**.

We will not pay for any claim for theft or attempted theft at any nursing, residential care home or place of work unless there has been a forcible or violent entry or exit that has resulted in physical damage to the buildings or to the security device(s) used to protect or store **your** or **your** parents or grandparents' **fine art and antiques**.

The maximum amount **we** will pay for any one claim is £25,000 but no more than £10,000 any one item, pair or set.

3. Fine art and antiques while being professionally removed

We will cover **your fine art and antiques** for physical loss or physical damage occurring during the **period of insurance** during removal by professional removal contractors between **your home** and any new residence, including a second or holiday home within the **United Kingdom**.

We will not pay for items that have not been professionally and appropriately packed for transportation, any transit outside of the **United Kingdom** without prior agreement or for any losses more specifically insured elsewhere.

Section 2 –Fine art and antiques

We will also provide cover for:

4. Temporary removal from bank or safe deposit

Where **you** have told **us** that certain items of **your fine art and antiques** are permanently stored in a bank or safe deposit **we** agree to cover these items against physical loss or physical damage while temporarily removed from such bank or safe deposit but for no longer than 15 days in total during any one **period of insurance**.

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

5. New acquisitions

We will allow an increase in the **sums insured** for **unspecified fine art and antiques** of up to **25%** to cover any items **you** acquire during the **period of insurance**. **We** will only do this if **you** tell **us** about the new possession within 60 days of acquisition and pay an extra premium. This applies separately to each **home** insured under this **policy**.

Any items that are only intended to be in **your** possession for a short period of time, such as presents for other people, are covered automatically for up to 60 days, as long as they do not increase the **unspecified fine art and antiques** by more than 25%.

6. Death of artist

We will increase the insured value of any individually **specified fine art and antiques** listed in the **schedule** if the artist dies during the **period of insurance**. Coverage is granted only on the basis that:

- this extension applies for the six months immediately following the death of that artist;
- **you** can produce an independent professional valuation which is not more than three years old at the time of any physical loss or physical damage **we** have agreed to pay;
- **you** are able to prove the increased value if **you** make a claim for that item.

We will also reimburse **you** up to £30,000 for any costs or expenses **you** have paid but are unable to recover for work on **fine art and antiques** commissioned by **you** which remains incomplete at the time of the artist's death. **We** will only do this if the artist dies during the **period of insurance** and **you** are legally entitled to a refund of such costs or expenses.

The maximum **we** will pay is for increases of up to 200% of the insured value but not more than £100,000 for all item(s).

If **you** are unable to provide evidence of the above costs and expenses that are due to **you** or are unable to provide evidence of a professional valuation or proof of an increase in value then this cover will not apply.

7. Damage by oil

We will cover the cost of cleaning up and repairing damage to **your fine art and antiques** which has been caused by any sudden, unforeseen, unexpected and identifiable oil leakage from any fixed tanks, apparatus or pipes at **your home** which happens during the **period of insurance**.

We will not pay for the cost of extracting oil from land or water, or the cost to remove, restore or replace land or water contaminated by oil or for any loss while the **home** is **unoccupied**.

Section 2 –Fine art and antiques

We will also provide cover for:

8. Defective title

We will pay **you**, up to the appropriate **sum insured**, if, during the **period of insurance**, an individually **specified** item listed in the **schedule** is determined to be not rightfully **your** and **you** are legally required to return it to its rightful owner. We will cover **you** against any claim which is first made against **you** and notified to **us** during the **period of insurance**. We will only provide this cover if **you** bought the item during the period that **your fine art and antiques** has been insured with **us** and before or at the time of purchasing the item **you** made all reasonable enquires about the items history of ownership.

We do not cover items that **you** inherit or that were given to **you**. We will pay **you** the amount **you** paid for the item, or the **sum insured** if this is less.

The maximum amount we will pay in total during the **period of insurance** for all insured claims is £100,000.

9. Emergency relocation

If **your home** becomes uninhabitable because of physical damage not otherwise excluded by this insurance and the safety and security of **your fine art and antiques** is compromised, we will pay the cost of transporting **your fine art and antiques** and storing them in a place of secure storage which has been agreed by **us**.

The maximum we will pay for any one claim is 20% of the total **sum insured** for **fine art and antiques**. We will not pay for storage for more than one year.

What is not insured under Section 2

The general exclusions and the following extra exclusions apply to Section 2 of this insurance **policy**.

Deception

We will not pay for loss or damage caused by deception other than by any person using deception to gain entry to **your home** or pick pocketing and theft by trickery.

Maintenance or decoration

We do not cover the cost of maintenance or routine redecoration.

Wear, tear, mould and gradual deterioration

We will not pay for loss or damage caused by general wear and tear, mechanical or electrical faults or breakdown, rusting, corrosion, warping, wet or dry rot, damp, mould, fungus, or any dryness, dampness or contamination caused by atmospheric or temperature changes, extremes of temperature or exposure to light or damage that happens gradually.

Animals, vermin and insects

We will not pay for loss or damage caused by termites, rodents, vermin, woodworm, or wood-boring insects, moths or for chewing, scratching, tearing or fouling by domestic pets or commercially kept animals.

Section 2 – Fine art and antiques

What is not insured

The general exclusions and the following extra exclusions apply to Section 2 of this insurance **policy**

Misuse, defective design or workmanship

We will not pay for loss or damage caused by misuse, faulty or defective materials, inherent flaw, latent defect, faulty or defective design, manufacture, specification or workmanship.

Mechanical and electrical breakdown or failure

We will not pay for loss or damage to an item due to its mechanical, electrical or electronic failure or breakdown.

Repair, restoration, renovation or cleaning

We will not pay for any loss or damage caused by or during the process of alteration, renovation, repair, restoration, process of cleaning, dyeing, repair or renovation or while being worked on.

Unoccupied and / or unfurnished homes

We will not pay for;

- loss or damage caused by water or oil escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, waterbed or fish tank while **your home** is **unoccupied**.
- loss or damage to the interior of **your** property caused by theft, attempted theft, vandalism or malicious damage while the **home** is **unoccupied**. This exclusion does not apply if all security devices for the protection of the **home** are put into full and effective operation.
- loss or damage while the **buildings** are not furnished enough to be normally lived in unless caused by fire, lightning or explosion, impact, **storm**, **flood** or weight of snow.

Fine art and antiques in the open

We will not pay for loss or damage to **fine art and antiques** left in the open caused by **storm** unless specifically designed for outdoor use.

Theft from unattended vehicles

We will not pay for theft from unattended vehicles unless the vehicle has been securely locked, all doors and windows closed, all security devices set, all keys removed and all items are concealed out of sight and / or in the vehicle's glove compartment or boot.

Wine collections

We will not pay for loss or damage to wine directly or indirectly caused by or resulting from substitution or mysterious disappearance, bankruptcy or any book-keeping failure of any wine storage facility, evaporation or natural loss of contents, inherent vice, cork-fly or climatic conditions.

Sports equipment and guns

We will not pay for loss or damage to guns caused by rusting or bursting barrels.

Section 2 – Fine art and antiques

What is not insured

The general exclusions and the following extra exclusions apply to Section 2 of this insurance **policy**

Packing and transportation

We will not pay for **fine art and antiques**, items of a brittle nature or musical instruments damaged whilst in transit unless securely and adequately packed.

Musical instruments

We will not pay for breakage of strings, drumheads or the breakage of pipes. **We** will also not pay for damage to internal mechanisms including but not limited to valves and transistors unless caused by a single identifiable external event.

We will not pay for theft by any person or persons to whom any musical instrument, equipment or accessories are entrusted or loaned.

Ivory

We will not pay for loss or damage to ivory or items containing ivory unless supported by an exemption certificate as stipulated within the UK Ivory Act 2018.

Wine and spirits collections

We will not pay for;

- loss or damage to wine or spirits directly or indirectly caused by or resulting from:
 - a. substitution or mysterious disappearance;
 - b. bankruptcy or any book-keeping failure of any wine or spirit storage facility;
 - c. leakage, evaporation or natural loss of contents;
 - d. cork fly;
 - e. inherent vice; or
 - f. climatic conditions
- any bottle of wine or spirit which has been opened.
- loss or damage to labels on wine or spirit bottles. This exclusion shall not apply to bottles which are listed individually in the schedule of wines and spirits agreed by **us** and such loss or damage is caused by fire, explosion, flood or escape of water from fixed water tanks, apparatus or pipes.
- loss or damage to labels or to wine or spirits caused by escape of water from fixed water tanks, apparatus or pipes or by **flood**. This exclusion shall not apply to bottles which are stored at a level which is greater than 50cm above the level of the floor.

Ground water level

We will not pay for any loss or damage, cost or expense caused by a gradual rise in the ground water level including any rise which results in **flood**. (Ground water level is the level below the ground which is completely saturated with water).

Section 2 – Fine art and antiques

What is not insured

The general exclusions and the following extra exclusions apply to Section 2 of this insurance **policy**

Pollution and contamination

Other than the cover provided under 'Damage by Oil' **we** will not pay;

- for any loss or damage caused by contamination of the air, water, or earth by harmful or potentially harmful substances resulting from a pollutant, contaminant, smog, or industrial or agricultural smoke.
- for the cost of extracting pollutants or contaminants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

Contract works

The following exclusions apply to any building work which has an estimated or quoted value of more than £100,000. Building work includes any application of heat process to **your home**, restoration, renovation, construction, repair, redecoration, maintenance, alteration or other similar work.

We will not pay for:

- loss or damage arising out of the activities of contractors or sub-contractors who are undertaking building work at **your home**;
- any claim for theft or attempted theft from the **home** while any building work is being carried out at **your home**. This exclusion shall not apply if there are visible signs of forcible or violent entry or exit which has resulted in physical damage to the **buildings** or to the security device(s) used to protect or store **your** possessions.
- mysterious disappearance of **your fine art and antiques**.

How much we will pay

Specified items

If a **specified** item shown on **your schedule** is lost or destroyed **we** will pay the value agreed by **you** and **us** for the purpose of this insurance only. If the item is partly damaged, **we** will decide whether **we** repair, replace or pay the loss in value of the damaged item.

If a **specified** item has had a valuation from an independent professional valuer within the last three years and the value agreed by **us**, as shown in the **schedule**, reflects this valuation, **we** will insure these items on an increased value basis. **We** will therefore pay the value of the item at the time of its loss even if this more than the agreed value shown on **your schedule**.

The most **we** will pay for the increase in value of a **specified** item shown in **your schedule** is an additional 25% of the value **we** have agreed and shown in **your schedule** or £25,000 in total for each incident of loss whichever is the lower.

You must ensure that the agreed value shown in **your schedule** is updated to reflect any re-evaluations, updates or additions.

Section 2 – Fine art and antiques

How much we will pay

Unspecified items

For items which are not **specified** in **your schedule**, **we** will decide whether **we** repair, replace or pay **you** for any lost or damaged item. If **we** make a cash payment **we** will pay **you** the current market value of the lost or damaged item.

The most **we** will pay in total for any individual **unspecified** item, pair or set is £50,000.

Wine and Spirits Collections

We will pay up to the current market value of any lost or destroyed bottle of wine or spirit however, the most **we** will pay in respect of any one bottle is £1,000 but in no event will **we** pay more than £50,000 in total for each agreed claim unless **your collection** has been declared to and agreed by **us** for a higher value.

For labels on bottles of wine or spirit that are listed individually in the schedule of wines and spirits agreed by **us**, **we** will decide whether to repair, replace or pay the loss in value of the damaged item. The most **we** will pay in total for a damaged label and any resulting loss in value of the wine or spirit is £1,000 or for specified collections the amount shown for such bottle(s) of wine or spirit in the schedule of wines and spirits agreed by **us** and held by **us** or **your** insurance broker.

Unattended vehicles or baggage

The most **we** will pay in respect of theft or disappearance of **fine art and antiques** from unattended vehicles is £25,000 any one claim.

Pairs and sets

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

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

When repair is not possible or replacements cannot be matched if **you** surrender the remaining or undamaged portion of the pair, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit less any **excess** applying either up to the **specified** value or for **unspecified** items the market value at the time of the loss but no greater than £50,000.

Excess

We will deduct the applicable **excess** before paying **your** claim. If **your** claim relates to an incident of loss or damage that involves more than one **excess**, it is the highest applicable **excess** that will be deducted from the total settlement.

If **your** claim is for water damage an excess of £500 will apply unless **you** have chosen to take a higher **excess** in exchange for a discounted premium or we have imposed a higher **excess** as shown in **your schedule**.

If **your** claim is for more than £25,000 **we** will not take off any **excess** unless **you** have chosen to take a higher **excess** in exchange for a discounted premium or **we** have imposed a higher **excess**. This waiver does not apply to the water damage **excess** as shown in **your schedule**.

Section 3 – Valuables

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

We will insure **your valuables** in the **home**, or anywhere in the world while temporarily removed from **your home**, against physical loss or physical damage which happens during the **period of insurance** subject to the exclusions, limitations and conditions of this **policy**.

Any collection, single item, pair or set valued at £25,000 or over for **valuables** must be individually **specified** by **you**, supported by inventories, valuations and/or purchase receipts. **You** should be aware that the onus of proof of value rests with **you** in the event of a claim where professional valuations have not been seen and agreed by **us**.

Any items that have not been individually **specified** will be covered as **unspecified** items.

We will also provide cover for:

1. Temporary removal from bank or safe deposit

Where **you** have told **us** that certain items of **your valuables** are permanently stored in a bank or safe deposit **we** agree to cover these items against physical loss or physical damage while temporarily removed from such bank or safe deposit but for no longer than 15 days in total during any one **period of insurance**.

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

2. New Acquisitions

We will allow an increase in the **sums insured** for **unspecified valuables** of up to **25%** to cover any items **you** acquire during the **period of insurance**. **We** will only do this if **you** tell **us** about the new possession within 60 days of acquisition and pay an extra premium. This applies separately to each **home** insured under this **policy**.

Any items that are only intended to be in **your** possession for a short period of time, such as presents for other people, are covered automatically for up to 60 days, as long as they do not increase the **unspecified valuables sum insured** by more than 25%.

What is not insured under Section 3

The general exclusions and the following extra exclusions apply to Section 4 of this insurance **policy**.

Deception

We will not pay for loss or damage caused by deception other than by any person using deception to gain entry to **your home** or pick pocketing and theft by trickery.

Maintenance

We do not cover the cost of maintenance.

Section 3 – Valuables

What is not insured

The general exclusions and the following extra exclusions apply to Section 3 of this insurance **policy**.

Wear, tear, mould and gradual deterioration

We will not pay for loss or damage caused by general wear and tear, mechanical or electrical faults or breakdown, rusting, corrosion, warping, wet or dry rot, damp, mould, fungus, or any dryness, dampness or contamination caused by atmospheric or temperature changes, extremes of temperature or exposure to light or damage that happens gradually. This exclusion does not apply to loss or damage resulting from wear and tear or mechanical failure to a clasp, setting or other fastening, carrier or container.

Animals, vermin and insects

We will not pay for loss or damage caused by termites, rodents, vermin, woodworm, or wood-boring insects, moths or for chewing, scratching, tearing or fouling by domestic pets or commercially kept animals.

Misuse, defective design or workmanship

We will not pay for loss or damage caused by misuse, faulty or defective materials, inherent flaw, latent defect, faulty or defective design, manufacture, specification or workmanship.

Repair, restoration, renovation or cleaning

We will not pay for any loss or damage caused by or during the process of alteration, renovation, repair, restoration, process of cleaning, dyeing, repair or renovation or while being worked on.

Unoccupied and / or unfurnished homes

We will not pay for;

- loss or damage caused by water or oil escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, waterbed or fish tank while **your home** is **unoccupied** unless **you** keep **your home** heated throughout or **you** shut off and drain fixed water tanks, apparatus and pipes.
- loss or damage to the interior of **your** property caused by theft, attempted theft, vandalism or malicious damage while the **home** is **unoccupied**. This exclusion does not apply if all security devices for the protection of the **home** are put into full and effective operation.
- loss or damage while the **buildings** are not furnished enough to be normally lived in unless caused by fire, lightning or explosion, impact, **storm, flood** or weight of snow.

Theft from unattended vehicles

We will not pay for theft from unattended vehicles unless the vehicle has been securely locked, all doors and windows closed, all security devices set, all keys removed and all items are concealed out of sight and / or in the vehicle's glove compartment or boot.

Wearable technology

We will not pay for any loss or damage to wearable technology such as smartwatches, fitness trackers, smart glasses or any such device containing computer technology and designed to be on the surface of the skin, where they detect, analyse and transmit information.

Section 3 – Valuables

What is not insured under Section 3

The general exclusions and the following extra exclusions apply to Section 3 of this insurance **policy**.

Guns

We will not pay for loss or damage to guns caused by rusting or bursting barrels or damage while being used.

Packing and transportation

We will not pay for items lost or damaged whilst in transit unless securely and adequately packed.

Pollution and contamination

We will not pay for any loss or damage caused by contamination of the air, water, or earth by harmful or potentially harmful substances resulting from a pollutant, contaminant, smog, or industrial or agricultural smoke.

Contract works

The following exclusions apply to any building work which has an estimated or quoted value of more than £100,000. Building work includes any application of heat process to **your home**, restoration, renovation, construction, repair, redecoration, maintenance, alteration or other similar work.

We will not pay for:

- loss or damage arising out of the activities of contractors or sub-contractors who are undertaking building work at **your home**;
- any claim for theft or attempted theft from the **home** while any building work is being carried out at **your home**. This exclusion shall not apply if there are visible signs of forcible or violent entry or exit which has resulted in physical damage to the **buildings** or to the security device(s) used to protect or store **your** possessions.

How much we will pay under Section 3

Specified items

If a **specified** item shown on **your schedule** is lost, destroyed or deemed a total loss **we** will decide whether to replace such item or pay the amount stated in the **schedule** or the market value of the item immediately prior to the loss whichever is the less.

If a **specified** item is partly damaged **we** will decide whether **we** repair or replace the item. If **we** repair the damaged item **we** will also pay any loss in value. The most **we** will pay in total is the amount stated in the **schedule** or the market value of the item immediately prior to the loss whichever is the less.

If a **specified** item has had a valuation from an independent professional valuer within the last three years and the value shown in the **schedule** reflects this valuation, **we** will insure this item on an increased value basis. **We** will therefore decide whether to replace such item or pay the value of the item at the time of its loss, or damage, if damaged beyond repair, even if this more than the value shown on **your schedule**. The most **we** will pay for the increase in value of a **specified** item shown in **your schedule** is an additional 25% of the value shown in **your schedule** or £25,000 in total for each incident of loss whichever is the lower.

You must ensure that the agreed value shown in **your schedule** is updated to reflect any re-evaluations, updates or additions.

Section 3 – Valuables

How much we will pay

Specified luxury watches

Where a watch is **specified** for a greater value than the current Manufacturer Suggested Retail Price (MRSP), the basis of settlement in the event of total loss or destruction shall be replacement with an identical or nearest equivalent model up to the **specified sum insured** stated on **your schedule**.

If an identical new watch or an acceptable nearest equivalent model cannot be sourced, then the replacement will be with an identical pre-owned watch not exceeding the **specified sum insured**. Should it not prove possible to source either a new watch or a pre-owned replacement, **we** will pay the greater of the following amounts but in no event will **we** pay more than the **specified sum insured** stated on **your schedule**:

- a) the retail replacement cost of the watch as new at the time of the loss or if the exact watch is no longer available, the retail replacement cost of the nearest equivalent model as new;
- b) the price that **you** paid for the watch if **you** purchased the watch pre-owned.

Unspecified items

For items which are not **specified** in **your schedule**, **we** will decide whether **we** repair, replace or pay **you** for any lost or damaged item. If **we** make a cash payment, **we** will pay **you** the current market value of the lost or damaged item.

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

Jewellery and watches theft restriction - Specified items

We will pay no more than £25,000 for any one item, pair or set and no more than £100,000 for any one claim in respect of theft or disappearance unless at the time of the loss the item(s) were either:

1. being worn by **you**, or;
2. carried by hand and under **your** personal supervision,
3. in a locked home safe; or
4. deposited in a bank or safety deposit vault.

If **you** are staying in a hotel or motel and **you** leave **your** room unattended the most **we** will pay for theft or disappearance from **your** unattended room is £25,000 in total for any one claim.

The above room limitation does not apply if, at the time of the loss, the item(s) were kept in a locked room safe or the principle safe of the hotel or motel.

Unattended vehicles and baggage

The most **we** will pay in respect of theft or disappearance of **jewellery and watches** from unattended vehicles or from baggage that is not being carried by **you** and under **your** personal supervision is £10,000 any one claim.

Section 3 – Valuables

How much we will pay

Pairs and sets

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

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

When repair is not possible or replacements cannot be matched if **you** surrender the remaining or undamaged portion of the pair, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit less any **excess** applying either up to the **specified** value or for **unspecified** items the replacement value at the time of the loss but no greater than £25,000 for **valuables**.

Excess

We will deduct the applicable **excess** before paying **your** claim. If **your** claim relates to an incident of loss or damage that involves more than one **excess**, it is the highest applicable **excess** that will be deducted from the total settlement.

If **your** claim is for water damage an excess of £500 will apply unless **you** have chosen to take a higher **excess** in exchange for a discounted premium or we have imposed a higher **excess** as shown in **your** schedule.

If **your** claim is for **jewellery and watches** or for more than £25,000 **we** will not take off any **excess** unless **you** have chosen to take a higher **excess** in exchange for a discounted premium or **we** have imposed a higher **excess** as shown in **your** schedule.

Section 4 – Legal liability to the public

We will provide cover for your legal liability:

Legal Liability to the Public Part A

Your legal liability as occupier is covered under Part A(1) and Part A(2) below.

We will pay for **your** legal liability:

1. as occupier for any amounts **you** become legally liable to pay for:
 - i) **bodily injury** to another person
 - ii) damage to property belonging to another person
caused by an accident which happens in or about your **home** during the **period of insurance**,

OR
2. as a private individual for any amounts **you** become legally liable to pay for
 - i) **bodily injury** to another person
 - ii) damage to property belonging to another person
caused by an accident happening anywhere in the world during the **period of insurance**

Legal Liability to the Public Part B – Unsatisfied Court Judgements

We will pay for amounts which **you** have been awarded in a personal capacity during the **period of insurance** by a court in the **United Kingdom** and which still remain outstanding three (3) months after the award has been made provided that:

- i) Part A(2.) of this section would have paid on **your** behalf had the award been made against **you** rather than to **you**
- ii) there is no appeal pending
- iii) **you** agree to allow **us** to enforce any right which **we** will become entitled to upon making payment.

What is not insured under Section 4

Exclusions applying to Legal Liability to the Public Part A

The general exclusions and the following extra exclusions apply to Section 4 of this insurance **policy**.

This insurance does not cover **your** legal liability:

1. for **bodily injury** to
 - i) **you**
 - ii) any other person permanently living at the **home**
 - iii) any person who at the time of their injury is employed by **you** and such injury arises from their work for **you**

Section 4 – Legal liability to the public

What is not insured

Exclusions applying to Legal Liability to the Public Part A

The general exclusions and the following extra exclusions apply to Section 4 of this insurance **policy**.

This insurance does not cover **your** legal liability:

2. for **bodily injury** arising directly or indirectly from any disease, illness or virus that **you** pass on to another person
3. arising out of any criminal or violent act to another person or property
4. for loss of or damage to property which is owned by **you** or is in **your** or **your** employees care other than physical damage to property for which **you** are legally liable to the owner as a tenant. The maximum amount **we** will pay for any one claim is £1,000,000.
5. for any act or incident in Canada or the United States of America if **you** have been in either or both countries for more than sixty (60) days in total during the **period of insurance**
6. arising out of **your** profession, occupation, business or employment
7. arising under any contract **you** have entered into, unless **you** would have been legally liable if the contract had not existed.
8. arising out of **your** ownership, possession or use of:
 - a. any motorised or horse drawn vehicle or caravan other than wheelchairs, mobility scooters, electric scooters, electric bikes, golf buggies or domestic gardening equipment provided that such items are used in accordance with all applicable laws and regulations. However **we** will not pay for any damages arising from the ownership, possession or use of any vehicle which is required to hold insurance under any compulsory motor insurance laws, rules or regulations.
 - b. from any motorised vehicle used for or involved with any racing, rallies, trials, pace making or speed testing
 - c. any aircraft or watercraft (including models and drones) other than sailboards, surfboards, rowing boats, hand propelled boats and other non-motorised watercraft which are less than 16 feet in length.
 - d. any animal other than cats, horses, or dogs which are not labelled as “specially controlled dogs” under the Dangerous Dogs Act. The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendments 1997 and 2014, the Control of Dogs (Scotland) Act 2010 or any similar or successor legislation.
9. in respect of any kind of pollution and/or contamination unless it is:
 - a. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** within the boundaries of the insured address shown in **your policy schedule**; and
 - b. arising out of **your** ownership, occupation, possession or use of any land or building that is not within the boundaries of the insured address shown in **your policy schedule**.

and **you** tell **us** about the accident as soon as possible but not later than 30 days after the end of the **period of insurance** and **you** prove to **us** that the pollution or contamination was caused immediately after the accident by a sudden, unexpected and identifiable release of pollutants or contaminants.

Section 4 – Legal liability to the public

What is not insured

Exclusions applying to Legal Liability to the Public Part A

The general exclusions and the following extra exclusions apply to Section 4 of this insurance **policy**.

This insurance does not cover **your** legal liability:

10. arising from the ownership, possession or use of any unlicensed firearm.
11. arising from **you** performing or failing to perform professional services, including advice, for which **you** are legally responsible or licensed.
12. arising out of the activities of any contractors or subcontractors undertaking any building work to **your home** which has an estimated or quoted value of more than £100,000.

How much we will pay

In respect of:

Legal Liability to the Public Part A

We will pay up to £5,000,000 any one accident or series of accidents arising out of any one event plus the costs and expenses incurred by **you** with **our** written consent.

We will pay up to £1,000,000 in respect of pollution and/or contamination caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** within the boundaries of the insured address shown in **your policy schedule**.

Legal Liability to the Public Part B – Unsatisfied Court Judgements

We will pay up to £5,000,000 any one accident or series of accidents arising out of any one event plus the costs and expenses incurred by **you** with **our** written consent.

Section 5 – Legal liability to domestic employees

We will provide cover for **your** legal liability:

We will cover **you** against any claim for damages which **you** may legally have to pay in respect of accidental **bodily injury** occurring during the **period of insurance** to **your domestic employees**.

The accidental **bodily injury** must arise from the work the **domestic employees** are employed to do for **you** in the **United Kingdom** or while on temporary trips abroad from the **United Kingdom**. This includes costs and expenses incurred by **you** with **our** written consent to defend the claim. All claims caused by one accident are agreed to be one claim, however many of **you** may be legally liable for the accident.

What is not insured under section 5

We do not cover **your** liability arising directly or indirectly;

1. from any motorised vehicle other than domestic gardening equipment used within the boundaries of the insured address show in **your policy schedule**. However **we** will not pay for any damages arising from the ownership, possession or use of any vehicle which is required to hold insurance under any compulsory motor insurance laws, rules or regulations
2. from any work **your** employees do for **you** other than domestic duties relating to **your home** and its gardens.
3. from **bodily injury** which is payable or should be payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme which is in connection with or due to employment
4. from work **your domestic employees** do for **you** in Canada or the United States of America after the total period of stay has exceeded sixty (60) days in total during the **period of insurance**
5. from any self-inflicted injury or illness.

We do not cover any amounts **you** are liable to pay from any judgment or award given or made from any courts outside the **United Kingdom** or any member state of the European Union.

How much we will pay

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

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

Family legal costs, identity fraud protection and personal cyber support insurance provides:

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

Assistance helpline and legal services

Legal and tax helpline

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

Simply telephone **0344 770 1040** and quote “**Beazley**”.

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

Lifestyle counselling helpline

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

Counsellors and information specialists are also trained to help **you** with practical problems like debt. You can access the lifestyle counselling helpline on **0344 770 1036**.

Cyber support helpline

You can use the helpline service to discuss any cyber support problem occurring under the crisis response & incident management, restoration and credit monitoring sections of cover, arising during the period of this policy.

Simply telephone **0333 234 2678** and quote “**Beazley Premier**”.

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

Additional legal services

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

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

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

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

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

Legal Assistance Portal

As well as Your Legal Expenses cover, You can use Our online Legal Assistance Portal. This will give You:

- Online legal document templates that can provide You with a wide range of legal documents including those that can help You with legal problems You have under Your cover such as consumer or property disputes, as well as general legal template documents such as Will's, Tenancy Agreements etc.
- Access to Our 'Advice Tree' - Our legal encyclopaedia with guidance pages on areas of law under Your cover such as employment disputes or injury claims
- Legal Assistance Helpline Booking Service so that You can arrange for one of Our legal advisers to call You
- Access to Our Online Claim System if You have spoken to a legal adviser and need to start a claim under Your cover
- Access to Online Chat if You need to speak to one of Our First Response agents for help or advice using any of Our services

You can find this service by visiting <https://legalassistanceportal.arclegal.co.uk> where You can register Your details and use this service. Terms of cover

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

For all sections except crisis response & incident management, restoration and credit monitoring sections of cover:

If a claim is accepted under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and **you** want to use a legal representative of **your** own choice, **advisers' costs** payable by **us** are limited to no more than (a) **our standard advisers' costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

For crisis response & incident management, restoration and credit monitoring sections of cover

If a claim is accepted under this insurance, **We** will appoint **our adviser** to handle **your** claim. You are not covered for any other representatives' fees.

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

- a) The **insured event** takes place in the **period of insurance** and within the **territorial limits** and
- b) The **legal action** takes place within the **territorial limits**.

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

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

Important conditions

If **your** claim is covered under a section of this policy and no exclusions apply then it is vital that **you** comply with the conditions of this policy in order for **your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of success

(Applicable to all sections except crisis response & incident management, restoration & credit monitoring)
There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **your** interests. The assessment of **your** claim and the prospects of its success will be carried out by an independent **adviser**. If the **adviser** determines that there is not a 51% or greater chance of success then **we** may decline or discontinue support for **your** case.

Proportional costs

An estimate of the **costs** to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the **costs** will be provided with the assessment of **your** case and will be carried out by the independent **adviser**. If the estimate exceeds the amount in dispute then **we** may decline or discontinue support for **your** case.

Duty of disclosure

If this policy covers **you** as a private individual, unrelated to any trade, business or profession, **you** must take reasonable care to disclose correct information. The extent of the information **you** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **you** are asked when **you** took out this insurance.

Definitions

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

For all sections except crisis response & incident management, restoration & credit monitoring:

Adviser	Our specialist panel solicitors or accountants or their agents appointed by us to act for you , or, and subject to our agreement, where it is necessary to start court proceedings or a conflict of interest arises, another legal representative nominated by you .
Advisers' costs	Legal or accountancy fees and disbursements incurred by the adviser .
Adverse costs	Third party legal costs awarded against you which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

Attendance expenses	<p>Means the actual loss of earnings by you or any domestic employee for the period of absence from work to attend at any court or tribunal hearing either:</p> <ul style="list-style-type: none"> a) As a witness on your behalf and at the request of the adviser in respect of a matter involving a valid claim under this insurance b) As a party to the proceedings and at the request of the adviser in respect of a matter involving a valid claim under this insurance c) While attending jury service. <p>For each half or full day of such attendance and shall be calculated on the basis that:</p> <ul style="list-style-type: none"> I. The period of absence from work shall be calculated to the nearest half day, taking an eight hour day to be a whole day for this purpose and the maximum period for which a claim can be made in respect of any one day. II. The maximum payable in respect of one eight hour period shall be £100 per person.
Computer	A personal computer that you own, use or control, that is permanently kept within your main residence.
Computer virus	A program or piece of code which is often capable of copying itself and which causes damage to systems or data .
Conditional fee agreement	An agreement between you and the adviser or between us and the adviser which sets out the terms under which the adviser will charge you or us for their own fees.
Conflict of interest	Situations where we administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Contract of employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
Costs	Standard advisers' costs and adverse costs .
Credit monitoring facility	A provider of services which periodically reviews an individual's or an organisation's credit reports for accuracy and changes, tracking potentially fraudulent activity.
Cyberattack	<ul style="list-style-type: none"> a) Malicious deletion, corruption, unauthorised access to, or theft of data b) Damage or disruption caused by a computer virus, hacking or denial of service attack; affecting your home systems.

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

Data	<p>a) In relation to a cyberattack: facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by home systems, but not including software and programs</p> <p>b) In relation to this policy outside of a cyberattack: data as defined by data protection legislation.</p>
Data protection legislation	The relevant data protection legislation in force within the territorial limits where this cover applies at the time of the insured event .
Disclosure breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
Domestic employee	A person who is employed to carry out domestic duties in your household.
Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment .
Electronic devices	Any personal computing or personal electronic device that connects to the internet or to other electronic devices and any associated data , software and programs.
Excess	<p>The amount that you must pay towards the cost of any claim as stated below:</p> <p>Property infringement section: £200</p> <p>All other sections: Nil</p> <p>The excess shall be paid to and at the request of the adviser.</p>
HM Revenue & Customs full enquiry	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of your PAYE income or gains.
Home	<p>Service Occupancy: Any property which you own and have employees residing in.</p> <p>All other sections: Your home</p>
Identity fraud	A person or group of persons knowingly using a means of identification belonging to you without your knowledge or permission with intent to commit or assist another to commit an illegal act.
Insured event	<p>The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured event shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.</p> <p>In a claim arising from identity fraud the insured event is a single act or the start of a series of single acts against you by one person or group of people. In accountancy matters the insured event arises on the date that you or your adviser are contacted either verbally or in writing, by the relevant department of HMRC advising you of either dissatisfaction with your returns, or amounts paid, or notice of intention to investigate. For the purposes of the maximum amount payable, only one insured event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.</p>

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

Insured property insurers.	The property or properties shown in the insurance schedule and declared to
Insurer	AmTrust Europe Limited.
Legal action(s)	The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance, the defence of criminal prosecutions to do with your employment and the defence of motor prosecutions.
Legal helpline	The service provided by our panel solicitors on our behalf which enables you to obtain advice on any matter which may give rise to a claim under this insurance.
Maximum amount payable	<p>The maximum payable in respect of an insured event is stated below:</p> <p>Jury service: £5,000</p> <p>Identity fraud: £15,000</p> <p>Personal injury: Where the insured event occurs in the United Kingdom, the Isle of Man and the Channel Islands £100,000</p> <p>Personal injury: Where the insured event occurs in the rest of the World £25,000</p> <p>All other sections: £150,000</p> <p>Crisis response & incident management, restoration, credit monitoring and social media defamation: £25,000</p>
Period of insurance	<p>The Period of Insurance declared to and accepted by Us, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches.</p> <p>For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.</p>
Ransomware	A system attack which allows a hacker to infiltrate your electronic device(s) , encrypt your data , and demand payment of a ransom in exchange for decryption of your files.
Standard advisers' costs	The level of advisers' costs that would normally be incurred in using a specialist panel solicitor or their agents.
Territorial limits	<p>Personal injury, social media defamation, personal identity fraud, crisis response & incident management, restoration and credit monitoring sections of cover: Worldwide</p> <p>For the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover, be aware that while the cyberattack can occur from anywhere in the world, you and your electronic device(s) must be in the United Kingdom, the Isle of Man and the Channel Islands when the cyberattack occurs.</p> <p>Consumer pursuit and consumer defence: the United Kingdom, , The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>All other sections: the United Kingdom, the Isle of Man and the Channel Islands.</p>

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

We/us/our

Arc Legal Assistance Limited.

You/your/yourself

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **us** by **your** insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **your** family members resident with **you**. If **you** die **your** personal representatives will be covered to pursue or defend cases covered by this insurance on **your** behalf that arose prior to or out of **your** death.

Cover

Consumer pursuit

What is insured:

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

What is not insured:

Claims

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

Consumer defence

What is insured:

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

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

Consumer defence

What is not insured:

Claims

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

Personal injury

What is insured:

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

If the **legal action** is going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims track limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **you** are claiming in the **legal action** in full or in part. If the damages **you** are claiming are below the small claims track limit **advisers' costs** will not be covered but **you** can access the **legal helpline** for advice on how to take **your** case further.

What is not insured:

Claims

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

Clinical negligence

What is insured:

Costs to pursue a **legal action** for damages following clinical negligence resulting in **your** personal injury or death against the person or organisation directly responsible. If the **legal action** is going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims track limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **you** are claiming in the **legal action** in full or in part. If the damages **you** are claiming are below the small claims track limit **advisers' costs** will not be covered but **you** can access the **legal helpline** for advice on how to take **your** case further.

What is not insured:

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

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

Employment disputes

What is insured:

- a) **Standard advisers' costs** to pursue a **legal action** against an employer or ex-employer for breach of **your contract of employment** as an **employee**
- b) **Costs** to defend a **legal action** brought against **you** by a **domestic employee** alleging unfair dismissal.

What is not insured:

Claims

- a) Where the breach of contract occurred within the first 90 days after **you** first purchased this insurance unless **you** have held equivalent cover with **us** or another insurer continuously for a period of at least 90 days leading up to when the breach of contract first occurred
- b) For a dispute with an employer or ex-employer unless it is pursued in an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)
- c) For **standard advisers' costs** of any disciplinary investigatory or grievance procedure connected with **your contract of employment** or the costs associated with any settlement agreement
- d) Where the breach of contract is alleged to have commenced or to have continued after termination of **your** employment
- e) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- f) For **costs** to defend a **legal action** brought against **you** by a **domestic employee** alleging unfair dismissal if **you** have not sought and followed the advice of the legal helpline as to the procedure to be adopted. See the customer services information – how to make a claim section for further details on the authorisation required from the legal helpline.

Property infringement

What is insured:

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

What is not insured:

Claims

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

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

What is not insured:

Claims

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

Property damage

What is insured:

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

What is not insured:

Claims

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

Property sale and purchase

What is insured:

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

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

What is not insured:

Claims

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

Motor prosecution defence

What is insured:

Standard advisers' costs to defend a **legal action** in respect of a motoring offence, arising from **your** use of a vehicle.

Pleas in mitigation are covered where there is a 51% or greater prospect of such plea materially affecting the likely outcome.

What is not insured:

Claims

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

Tax

What is insured:

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

This cover applies only if you have:

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

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

What is not insured:

Claims

a) Where:

- i) Deliberate misstatements or omissions have been made, to the authorities
- ii) Income has been under-declared because of false representations or statements by **you**
-) **You** are subject to an allegation of fraud.

b) For **standard advisers' costs** for any amendment after the tax return has initially been submitted to the HM Revenue and Customs

c) For enquiries into aspects of **your** tax return (Aspect Enquiries).

Personal identity fraud

What is insured:

Costs arising from identity fraud:

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

What is not insured:

Claims

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

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

Jury service

What is insured:

We will pay a **daily rate** for the duration **you** are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from **your** employer or the court.

We will pay 50% of the **daily rate** for each additional half day **you** are off work while attending jury service providing these costs are not recoverable from **your** employer or the court.

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

Legal defence

What is insured:

- a) **Costs** in a **legal action** to defend **your** legal rights in the following circumstances arising out of **your** work as an **employee**:
- i) Prior to being charged when dealing with the police or health & safety executive or others with the power to prosecute
 - ii) In a prosecution brought against **you** in a court of criminal jurisdiction
 - iii) In a civil action brought against **you** for compensation under **data protection legislation**
 - iv) In civil proceedings brought against **you** under legislation for unlawful discrimination.
- b) **Costs** in a **legal action** to defend **your** legal rights arising out of a formal investigation or disciplinary hearing brought against **you** by any trade association or professional or regulatory body.

What is not insured:

Claims

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

Tenancy dispute

What is insured:

Costs to pursue a **legal action**:-

Following **your** unlawful eviction from a property occupied by **you** under an Assured Shorthold Tenancy. Cover under this section applies to **your** permanent place of residence only against a landlord following a material breach of a tenancy agreement for a property occupied by **you** under an Assured Shorthold Tenancy. The 'material breach' is a breach which has resulted in, or if not rectified is likely to result in the property being unfit for habitation.

We will provide this cover as long as the eviction happens within the **insured period** and within the **territorial limits**.

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

Tenancy dispute

What is not insured:

Claims

- a) Where the dispute occurs within the first 90 days after **you** first purchased this insurance unless **you** held equivalent cover with **us** or another insurer continuously for a period of at least 90 days leading up to when the dispute first occurred
- b) To do with the non-payment of rent
- c) To defend any legal proceedings against **you**
- d) For a dispute with any local authority, public authority or government department
- e) Where the cost of resolving the problem is £250 or below.

Service occupancy

What is insured:

Legal costs and expenses to pursue an **employee** or **ex-employee** to recover possession of the **home** or part thereof provided that **you** have correctly issued and served all appropriate statutory and/or contractual notices to the **employee** or **ex-employee** to obtain physical possession.

What is not insured: Claims to defend **your** legal rights other than to defend a counter-claim.

Social media defamation

What is insured:

Following defamatory comments made about **you** through a social media website, **standard advisers' costs** to write one letter to the provider of the social media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **you** are also covered for **standard advisers' costs** to write one letter to the author requesting that the comments are removed from the social media website.

What is not insured:

Claims where **you** are not aged 18 years or over.

Crisis response & incident management

What is insured:

Costs for **our adviser** to provide advice and assistance:

- a) For an initial assessment of a **cyberattack** **you** have suffered, including the immediate action **you** need to take
- b) Where **you** have suffered a financial loss as a result of a **cyberattack**
- c) To assist in notifying the authorities of a **cyberattack** against **you** when appropriate to do so
- d) Responding to **ransomware**, including the threat of a **cyberattack** against **you**, or the unauthorised use of **your** personal **data** stored on **your electronic devices**
- e) If, as a result of a **cyberattack** against **you**, **you** are accused of:
 - i) Misuse of third party **data**
 - ii) Transmitting a **computer virus** to a third party
 - iii) Causing loss of reputation to a third party or breaching a third party's intellectual property rights.

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

Restoration

What is insured:

Costs for **our adviser** to provide advice and assistance for restoring **your electronic devices** to the state they were in prior to a **cyberattack**.

Credit monitoring

What is insured:

Reimbursement of the costs **you** incur for a 12 month subscription to a **credit monitoring facility**, following a **cyberattack**.

General exclusions

1. There is no cover where:

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) An estimate of **advisers' costs** of acting for **you** is more than the amount in dispute
- c) **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval.
- d) The **cyberattack** occurred whilst **you** and /or your **electronic devices** were outside of the United Kingdom
- e) The **cyberattack** has arisen from war or nuclear risks
- f) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- g) An estimate of **advisers' costs** of acting for **you** is more than the amount:
 - i) in dispute; or
 - ii) to restore your **electronic devices**. At **our** discretion, **we** may contribute towards the cost of reimbursing any outlay **you** have for restoring **your electronic devices** in these instances.

2. There is no cover for:

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against **your** insurance advisor, the **insurer**, the **adviser** or **us**
- c) Any claim **you** make which is false or fraudulent or exaggerated
- d) Defending **legal actions** arising from anything **you** did deliberately or recklessly
- e) Costs if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

3. There is no cover for any claim directly or indirectly arising from:

- a) A dispute between **you** and someone **you** live with or have lived with
- b) **Your** business trade or profession other than as an **employee**
- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases.

4. Contracts (Rights of Third Parties) Act 1999

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

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

Conditions

1. Claims

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

2. Claims conditions for: critical response & incident management, restoration and credit monitoring

- a) **You** must notify claims as soon as is reasonably possible once **you** become aware of the incident and within of **you** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced.
- b) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted.

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

Conditions

- c) **Insurer** shall only be liable for **advisers' costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- d) **You** shall supply all information requested by the **adviser** and **us**.
- e) **You** shall not admit any liability for any claims against **you** resulting from a data breach without consent from **our adviser's**.
- f) **You** must ensure that password protection is enabled on all of **your electronic devices** that **you** own, use or control, and can demonstrate that appropriate security controls are adhered to.
- g) **You** must ensure that basic security software is in place on all **computer** hardware **you** own, use or control, including anti-virus and firewall software,

3. Prospects of success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support.

Examples of a positive outcome are:

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

4. Other insurances

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

5. Proportionality

We will only pay **advisers' costs** that are proportionate to the amount of damages that **you** are claiming in the **legal action**. **Advisers' costs** in excess of the amount of damages that **you** are able to claim from **your** opponent will not be covered.

6. Disputes

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

7. English law and language

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

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

8. Disclosure

If **you** fail to disclose relevant information or **you** disclose false information in relation to this policy, **we**, or the broker, may:

- a) Cancel the contract and keep the premiums if the disclosure breach is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the disclosure breach been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the disclosure breach been known
- d) Proportionately reduce the amount **you** are entitled to in the event of a successful claim if a higher premium would have been charged had the disclosure breach been known.

9. Fraud

In the event of fraud, **we**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to you in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to us
- d) Will no longer be liable to you in any regard after the fraudulent act.

10. Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **we** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **we** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Customer services information

How to make a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone:

- a) Cyber support helpline for the crisis response & incident management, restoration and credit monitoring sections of cover; or
- b) Legal helpline for all other sections of cover.

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

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

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

Employment disputes

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

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

Data protection

1. Arc Legal Assistance are committed to protecting and respecting **your** privacy in accordance with the current **data protection legislation** ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit www.arclegalassistance.co.uk

2. **How we use your personal data and who we share it with**

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

3. **Sensitive personal data**

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

4. **Disclosure of your personal data**

We may disclose **your** personal data to third parties involved in providing products or services to **us** service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

Data protection

5. Your rights

You have the right to ask **us** not to process **your data** for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your data** deleted (subject to certain exemptions), to have any inaccurate or misleading **data** corrected or deleted, to ask **us** to provide a copy of **your data** to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the **data** for a longer period due to business, legal or regulatory requirements. If **you** have any questions concerning **our** use of **your** personal **data**, please contact The Data Protection Officer, please see website for full address details.

Customer service

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

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

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester CO4 5YD

Tel: 01206 615000

Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 08000 234 567

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

Website: www.financial-ombudsman.org.uk

Section 6 – Family legal costs, identity fraud protection and personal cyber support insurance

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** or the **insurer** cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0800 678 1100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's firm reference number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk

[Section 8 – Domestic emergency insurance](#)