

# STERLING EXECUTIVE HOME

POLICY WORDING



# Sterling Executive Home Policy

## Introduction

Thank you for insuring your home with Covea Insurance plc.

Please keep this policy in a safe place since it contains important information about your insurance protection.

You should check the policy schedule carefully. It shows those sections under which you are covered. We will issue a replacement schedule if you change your cover in the future.

## Our promise of satisfaction

If this policy does not meet your needs, you have the right to cancel it within 21 days from the date it begins (as stated in the schedule) or from the date you receive this policy document, whichever is the later. Please inform us by writing to Covea Insurance plc, 50 Kings Hill Avenue, West Malling, Kent ME19 4JX, or phone 0330 134 8161. If you cancel in this period you will receive a full refund of premium but if there has been an incident which has resulted or could have resulted in a claim, you must reimburse us for any amounts we have paid or may be required to pay, in respect of the incident. For more information on cancellation, please refer to Page 12.

**To ensure we maintain a high quality service, we may monitor or record telephone calls.**

## Your agreement with us

We will insure you in accordance with the policy terms and conditions in respect of the sections of cover as shown in the schedule as applying to you against loss, damage or legal liability occurring thereunder during any period of insurance for which you have paid or agreed to pay a premium.

Prior to us accepting this policy of insurance, you provided us with answers to a number of questions. Your answers are recorded in a Statement of Fact which we will issue to you at the commencement of this policy and again at each renewal. It is important that these answers have been provided honestly and, having taken reasonable care, to the best of your knowledge. You should therefore carefully check this Statement of Fact to ensure that we have recorded your details accurately and completely.

If we find out during the period of insurance that any answers to the questions we have asked you, as recorded in the Statement of Fact, have been incorrectly given, your policy may be cancelled, or a claim rejected or not fully paid.

## Changes

We have agreed this policy with you on the basis of the information you have provided to us as recorded in the Statement of Fact. Please tell us immediately if you become aware of:

- anything which is incorrect, incomplete or omitted from the information originally provided by you and contained in the Statement of Fact: or
- any changes in your circumstances which may increase the possibility of loss, damage or liability covered by this policy. Please refer to the Changes in Risk Condition on Page 12.

We reserve the right to change the premium and terms if you change the information contained in the Statement of Fact.

## Confidentiality

We promise complete confidentiality and security in all matters relating to this insurance. These will be under the personal control of a nominated senior underwriter.

## The Contract

Your Sterling Executive Home Policy is evidence of the contract that is in place between us.

The policy, the schedule, including any specific terms and conditions stated, should be read together as one document.



James Reader  
Chief Executive Officer  
Covea Insurance plc  
Registered in England and Wales No. 613259  
Registered Office: Norman Place, Reading RG1 8DA.

# Data Protection Statement

## The personal information we collect from you

When you apply for insurance we collect personal information about you including your name, address and occupation. We may also collect other information during the life of your policy which is classed as sensitive personal information. We may also ask you about any criminal convictions you may have.

You do not have to provide us with details of any convictions which are spent under the terms of the Rehabilitation of Offenders Act 1974 or any amending legislation.

## How we use your personal information

All personal and sensitive personal information we collect will be used by Covea Insurance plc for insurance purposes, including managing and administering your policies.

We also use this information to produce management information for business analysis. If you have provided information to us about another person (including their sensitive personal details), you confirm that you have their permission to provide that information to us for the same purposes.

If you telephone us, your call may be monitored or recorded to ensure the accuracy of information and the quality of service.

## With whom we may share your information

We may share your personal and sensitive personal information with the following organisations for purposes related to your insurance policies and our insurance services generally:

- our connected companies, agents and subcontractors including loss adjusters and claims investigators;
- our reinsurers who use this information to assess the terms of specific policies and to administer our insurance policies generally;
- other insurance companies about other insurance policies you may have;
- the Police, other insurance companies, fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims (for example, the Claims and Underwriting Exchange register) or as part of our money laundering checks.

## Claims

In the event of a claim we may need to collect additional information from you.

### Fraud prevention

We work with the Police, other insurance companies, fraud reference and detection agencies and other representative bodies to prevent and detect fraudulent or exaggerated claims.

We may also use commercially available databases to check your identity to prevent money laundering, unless you provide us with satisfactory proof of identity.

Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to you.

## Your rights

You are entitled to a copy of your personal information held by Covea Insurance plc on payment of a £10 fee. If you would like to see the information we hold about you, contact the Data Protection Officer at Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX.

You should let us know if you think any of your personal information is inaccurate, so we can update it.

We do not use your information for marketing purposes, nor do we share it with any other company for marketing purposes, unless you have specifically agreed to this.

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Please check your schedule to see which sections of cover apply to you.

## Authorisation and Regulation

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Our Financial Services register number is 202277.

## Prudential Regulation Authority and Financial Conduct Authority

Covea Insurance plc is authorised by the Prudential Regulation authority and regulated by the Financial Conduct authority and the Prudential Regulation authority. it appears on the Financial Services Register under number 202277.

# Executive Home Assistance

## Executive Home Helplines

<b>Executive Home Emergency</b>	A 24 hour Helpline operated by Cunningham Lindsey UK that provides a call-out service for emergency repairs by local tradesmen to attend at an agreed call-out charge. Please see full details on Pages 31-32.	<b>0330 134 8162</b>
<b>Glass Breakage</b>	A 24 hour Helpline operated by Glassolutions Installation by utilising a nationwide fleet of mobile glaziers to provide a glass and frame replacement / repair service. Provided this is covered by your policy, the cost will be paid direct by us less the excess.	<b>0333 003 3388</b>
<b>Identity Theft</b>	A Helpline that will provide you with full assistance and guidance in recovering your identity in the event of it being fraudulently stolen.	<b>0330 134 8163</b>
<b>Eurolaw Legal Advice Service</b>	A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Ltd that will provide you and your family with confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday excluding public and bank holidays. If you call outside these times, we will call you back.	<b>0330 134 8163</b>
<b>Tax Advice</b>	A Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you and your family with confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisors 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, we will call you back.	<b>0330 134 8164</b>
<b>Health &amp; Medical Information Service</b>	A Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you with assistance and information (non diagnostic) on health and fitness matters. Health and medical information is provided by qualified nurses 9am-5pm Monday to Friday, excluding public and bank holidays. If you call outside these times, we will call you back.	<b>0330 134 8164</b>
<b>Counselling Service</b>	A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Limited giving you access to qualified counsellors who will provide support in dealing with worrying matters that are causing you concern.	<b>0330 134 8165</b>
<b>Executive Road Rescue</b>	A 24 hour Helpline operated by Call Assist Ltd that provides a comprehensive motoring breakdown and recovery service throughout the United Kingdom and most of Europe.	<b>0800 45 47 52</b>

Please note that calls may be monitored or recorded to ensure the accuracy of information and the quality of service.

# Executive Home Assistance

## Claims procedure

If you need to make a claim under Sections 1 - 4:

- in the event of an emergency call the Executive Home Emergency Helpline on **0330 134 8162**.
- otherwise contact your professional adviser who arranged this insurance for you or alternatively call us on **0330 134 8186**.

To ensure the accuracy of information and to maintain a quality service, we may monitor or record phone calls.

From the moment you or your professional adviser calls, we will take full responsibility for dealing with your claim. When you phone, you will be asked for your policy number and details of your claim.

We will:

- confirm whether the event is covered
- if necessary, arrange for a loss adjuster to contact you immediately
- give you advice on how your claim will be dealt with and any excess you may have to pay.

In most cases you will not need to complete a claim form.

If we cannot settle immediately, your claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as your point of contact. We will give you regular progress reports and settle your claim as fairly and promptly as possible.

If a claim is made for loss or damage under more than one Cover or Section resulting from the same cause and at the same time, you will only pay one excess and if different excesses apply, you will pay the higher amount.

The sums insured will not be reduced following payment of a claim provided that you implement immediately any recommendations we make to prevent further loss or damage and effect all repair or replacement work without delay.

The claims procedures for Sections 5 and 7 are set out in those sections.

To make a claim for Identity theft, please refer to page 17.

**Please note that the payment of a claim may affect your no claims discount at your next renewal. You may wish to balance this against the amount you are claiming, if this is a relatively small amount.**

## Executive Home Emergency

When you need the services of a contractor in an emergency situation, our 24 hour Emergency Helpline is there to assist you by arranging for a local tradesman to attend and rectify the immediate problem.

Full details of this cover are given under Section 4 and the Emergency Helpline number for assistance is **0330 134 8162**.

# Executive Home Assistance

## Claims standards

We are committed to providing a first class claims service.

- When you notify us of a claim, we will respond within 5 working days. Where appropriate, we will arrange for the damage to be inspected within 5 working days
- Our claims procedure will be explained to you and will include any action you may have to take
- We will give you regular progress reports
- Your letters, facsimiles and e-mails will be answered within 5 working days
- If we undertake to arrange repairs or replacements, we will do so within 5 working days
- In the event that we refuse all or part of your claim or offer you less than you have claimed, we will explain why
- Once your claim is agreed, we will issue our cheque in settlement within 5 working days.

**For further claims information please refer to**

- the Claim Conditions on page 12
- the Basis of claims settlement in the relevant section of the policy under which you are claiming.

## Advice and Services

### Peace of mind

Our experienced risk management surveyors are available to visit your home to give you help and guidance on suitable security measures. They can also give you advice on practical steps to protect your home from fire, extreme weather conditions or whilst you are away from the home for long periods. Our surveyors are experienced in all aspects of domestic security and fire protection and as our employees, they will ensure that confidentiality of all matters discussed is maintained at all times.

### Homesitters

Homesitters Limited was established in 1980 to provide a nationwide live-in caretaking service; the company now has nearly 1,000 meticulously vetted employees. Homesitters enable you to go away with peace of mind knowing that your property and pets are well cared for in your absence.

We encourage use of Homesitters' service and have negotiated a discounted tariff for Sterling Executive Home policyholders. In recognition of Homesitters' contribution to security, we will give you a discount off your renewal premium if you use this service.

For further details of this service go to [www.homesitters.co.uk](http://www.homesitters.co.uk) or phone: **01296 630 730**.

# Executive Home Assistance

## Customers with a disability

We are able to provide, upon request, audio format, large print and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations.

Further information is available from

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St. Botolph Street  
London EC3A 7QU.  
Website address: [www.fscs.org.uk](http://www.fscs.org.uk)

## Executive Valuation Services

To assist our Sterling Executive Home policyholders we have negotiated preferential fees with the following leading independent firms of specialist valuers and fine art consultants:

- Pall Mall Art Advisors                      0203 159 5425
- Quastel Associates                            0207 253 1710
- Gurr Johns                                      0207 839 4747
- The Chester Valuation Company        01435 872975

If you require assistance with valuations and wish to take advantage of a discounted fee please contact one of the above stating that you are a Sterling Executive Home policyholder.

# Executive Home Assistance

## Complaints procedure

We are committed to giving you a first class service at all times and will make every effort to meet the high standards we have set. If you feel that we have not attained the standard of service you would expect or if you are dissatisfied in any other way, then this is the procedure that you should follow:

If you have a complaint under Sections 1 - 3,

In the first instance you or your professional adviser should contact us at

The Customer Services Manager  
Covea Insurance plc  
50 Kings Hill Avenue  
Kings Hill  
West Malling  
Kent ME19 4JX

Telephone No. **0330 134 8161**.

email: [information@coveainsurance.co.uk](mailto:information@coveainsurance.co.uk)

If you remain dissatisfied you may refer your complaint to

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

Telephone No. **0800 023 4567** or **0300 123 9 123**.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website address: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that the Financial Ombudsman Service will normally only consider a complaint once we have issued a final response.

Nothing in the terms and conditions of this policy will reduce your statutory rights relating to faulty or mis-described goods or services. For further information about your statutory rights, you should contact your local authority Trading Standards Department or Citizens Advice Bureau.

A copy of our complaints handling procedure is available on request.

The complaints procedure for Sections 4, 5 and 7 are set out in those sections.

## Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in the policy, unless stated otherwise. Sections 4, 5 and 7 contain additional words and expressions with meanings specific to those sections.

### act of terrorism

an act or threatened act of persons acting alone or on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and

- involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or a threat thereof and
- is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage-taking and
- is committed for political, religious, ideological, ethnic or other similar purposes

### art and antiques

individual items, collections and sets that have artistic or historical value, are rare or unique and are used solely for domestic purposes, all belonging to **you** or **your family** or for which **you** or **your family** are legally responsible including

- antique and designer furniture
- paintings, drawings, etchings, maps, prints, photographs, books and manuscripts
- tapestries and rugs
- clocks and barometers
- statues and sculptures
- stamps, coins, medals, collectables and other fine art
- china, glassware and porcelain
- household gold, platinum, pewter and silverware including plate
- guns

### bodily injury

death, injury, illness, disease or shock

### buildings

the **home** and its walls, fences, gates, hedges, permanent fixtures and fittings, alarm systems, driveways, paths, steps, terraces, patios, permanently installed swimming pools and hot tubs, ornamental ponds, fountains, swimming pool covers and accessories, hard tennis courts, solar panels and associated power-generating equipment, wind turbines used for domestic purposes and service tanks all on the same site including the underground services, inspection hatches and covers all supplying **your home**

### business equipment

office furniture and office equipment, supplies and stock, all owned by **you** or **your family** and used in connection with **your** business or employment

### contents

the following property that is solely used for domestic purposes and **business equipment**, all belonging to **you** or **your family** or for which **you** or **your family** are legally responsible and normally kept at **your home**

- household goods, furniture and furnishings and personal effects
- children's battery powered ride on vehicles, motorised or pedestrian controlled gardening equipment, power assisted pedal cycles, electric wheelchairs, Class 1 or Class 2 mobility scooters and golf buggies
- quad bikes that do not require a Road Traffic Act Certificate of insurance
- go-karts and off-road motorcycles with an engine size of 50cc or less
- **tenant's improvements**
- fixtures and fittings and interior decorations for which **you** or **your family** are legally responsible as occupier and not as owner
- aerials, satellite dishes and CCTV equipment
- trailers and non-motorised horse-boxes

## Definitions

<b>contents (cont.)</b>	<ul style="list-style-type: none"><li>- surfboards and hand or wind propelled watercraft not exceeding 12 feet in length and its associated equipment</li><li>- <b>art and antiques</b></li><li>- <b>jewellery and watches</b> up to £7,500 in total</li><li>- <b>outdoor items</b></li></ul>
<b>credit cards</b>	credit, debit, cheque, charge, store and cash dispenser cards all belonging to or held by <b>you</b> or <b>your family</b> solely for private purposes
<b>credit reference agency(ies)</b>	means the UK's three main <b>credit reference agencies</b> : Equifax, Experian and Callcredit
<b>damage</b>	physical loss, destruction or damage unless otherwise excluded
<b>domestic employee</b>	any person who carries out paid domestic duties for <b>you</b> within <b>your home</b> and/or its garden other than in connection with <b>your</b> business
<b>electronic equipment</b>	any computer equipment system or software, or any product, equipment or machinery containing, connected to or operated by means of a micro or data processor chip
<b>electronic failure</b>	any loss or <b>damage</b> to any property caused directly or indirectly by the failure of any <b>electronic equipment</b> to recognise, accept, respond to or process any data or instruction
<b>endorsement</b>	any variation in the printed terms of the policy
<b>excess</b>	the first amount of each and every claim which <b>you</b> must pay unless otherwise stated within the applicable 'Basis of claims settlement'
<b>home</b>	the private dwelling, garages, domestic outbuildings and greenhouses at the risk address(es) shown in the <b>schedule</b>
<b>identity theft</b>	the theft of <b>your</b> personal identification, National Insurance number, or other method of identifying <b>you</b> , which has or could reasonably result in the wrongful use of such information, including but not limited to theft occurring on or arising out of <b>your</b> use of the internet. All loss resulting from the same, continuous, related or repeated acts shall be treated as arising out of a single theft. <b>Identity theft</b> shall not include the theft or wrongful use of <b>your</b> business name or any other method of identifying any business activity of <b>yours</b>
<b>jewellery and watches</b>	<ul style="list-style-type: none"><li>a) items that are worn or intended to be worn and made of gold, silver, platinum or other precious metals and/or set with precious or semi-precious stones</li><li>b) watches</li></ul> all belonging to <b>you</b> or <b>your family</b> , or for which <b>you</b> or <b>your family</b> are legally responsible
<b>operative sections</b>	those sections which <b>you</b> have selected and for which cover is provided under this policy
<b>outdoor items</b>	garden statuary, garden furniture, swings, slides and climbing frames, flower containers and urns all kept in the garden of <b>your home</b> either temporarily or permanently
<b>period of insurance</b>	the period that cover is effective, as stated in the <b>schedule</b>
<b>personal money</b>	cash, bank and currency notes, cheques, money and postal orders, bankers' drafts, current postage stamps, saving stamps and certificates, premium bonds, share certificates, luncheon vouchers, travellers' cheques, travel tickets, sports season tickets, ski passes and gift vouchers all belonging to or held by <b>you</b> or <b>your family</b> solely for private purposes

## Definitions

<b>schedule</b>	this provides details of the person or persons insured, the <b>period of insurance</b> , the <b>operative sections</b> of the policy and the sums insured which apply and specifies any <b>endorsements</b> and memoranda which amend the standard policy wording
<b>temporarily removed</b>	removed from <b>your home</b> for a period of no more than 60 consecutive days
<b>tenant's improvements</b>	improvements, alterations and decorations which have been undertaken to <b>your home</b> either by <b>you</b> or a previous occupier, as tenant and for which <b>you</b> are legally responsible as occupier and not as owner of the <b>buildings</b>
<b>territorial limits</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
<b>unoccupied</b>	when <b>your home</b> is <ul style="list-style-type: none"><li>- insufficiently furnished for normal living purposes for more than 30 consecutive days or</li><li>- not lived in by <b>you</b> or <b>your family</b> or by any adult person with <b>your</b> permission for more than 60 consecutive days</li></ul>
<b>we/us/our/Company</b>	Covea Insurance plc
<b>you or your</b>	the person or persons named in the <b>schedule</b> as the Insured
<b>your family</b>	<b>your</b> spouse, partner, children, foster children, parents and other relatives, permanently living with <b>you</b> .

## General Conditions - applicable to all Sections

### Cancellation

**You** may cancel this policy by giving written instructions to Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX, or phone 0330 134 8161.

**We** may cancel this policy or any section by sending **you** a recorded delivery letter to **your** last known address, giving 21 days notice where an exceptional or valid reason exists for doing so.

**You** may cancel this policy within 21 days from the date it begins (as stated in the **schedule**) or from the date **you** receive this policy document, whichever is the later. **You** will receive a full refund of premium but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay, in respect of the incident.

In the event of cancellation by **you** after the 21 day period described above or cancellation by **us** at any time, **we** will refund a proportionate part of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments **we**

- will stop applying for **your** monthly premium
- may exercise **our** right to collect the balance of any outstanding premium instalments in the event of a claim.

If **you** have agreed to pay **your** premiums by instalments and any one instalment still remains unpaid 14 days after it was due **we** reserve the right to cancel **your** policy with effect from the date upon which the unpaid instalment was due. In that event **we** will send **you** written notice of cancellation by recorded delivery letter.

If **you** cancel any of the optional additional covers under Sections 5 or 7 of this policy, but not the entire policy, **we** will refund a proportionate part of the premium paid in respect of the unexpired term for any such optional additional covers.

If this policy is cancelled, then all cover provided under the optional additional cover under Section 5, 6 or 7 of this policy, will also be cancelled.

### Changes in risk

**You** must notify **us** immediately of any changes in circumstances which may increase the possibility of loss, damage or legal liability covered by this policy. For example, **we** would need **you** to notify **us**:

- of any change to the occupancy of **your home** or if it is to be left **unoccupied** for a period of more than 60 consecutive days, or
- if **you** or anyone living with **you**:
  - o have been convicted of any criminal offence (other than a motoring conviction or if it is deemed to be spent under the Rehabilitation of Offenders Act) or have any such prosecution pending, or
  - o have been declared bankrupt, entered into an IVA (Individual Voluntary Agreement) or become subject to bankruptcy proceedings, or
  - o have changed their occupation or profession in the last 12 months, or
- if **you** are to have any building works undertaken to **your home**, including works involving the use or process of heat, where the cost of such works is in excess of £75,000 and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor, or
- if **you** have suffered a break-in or attempted break-in to **your home** which **you** have not previously notified **us** of, or
- if any business activities are being undertaken at **your home** which **you** have not previously notified **us** of.

These are just some examples and there may be other circumstances **we** would want **you** to tell **us** about. If **you** are in any doubt please contact **your** insurance adviser directly as a failure to notify **us** of any such changes could lead to **your** policy being cancelled, or a claim rejected or not fully paid.

**We** recommend that **you** keep a copy or a record of all information **you** give to **us**.

### Claim conditions

In the event of a claim or possible claim **you** must

- advise the Police as soon as possible if there has been theft, attempted theft, riot damage, vandalism or any malicious act or if any insured property has been lost outside **your home**
- advise **us** as soon as possible
- not admit or deny liability without **our** written consent
- send **us** all documentation relating to any court proceedings as soon as it is received
- provide **us**, if requested, with all assistance, details and evidence **we** may reasonably require to substantiate **your** claim or enable **us** to pursue a recovery under the Subrogation Condition (see page 13) including, but not limited to, relevant purchase receipts, invoices, bank or **credit card** statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property, or estimates for the replacement or repair of damaged property.

**We** will pay for any expenses **you** necessarily incur, subject to **our** prior consent and approval, in providing **us** with any of the above.

## General Conditions - applicable to all Sections

### Compliance with terms

The **Company's** liability to make any payment under the policy will be conditional upon **your** compliance with the terms and conditions of the policy.

### Contracts (Rights of Third Parties) Act

Unless otherwise specifically provided in this policy, no person, persons, company or other party who is not named as the Insured in this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.

### Fraud

If any claim is fraudulent in any respect or fraudulent means are used to obtain benefit under this policy or if any damage is caused by the wilful act or with the connivance of **you** or **your family** or anyone acting on **your** or their behalf all benefits under this policy will be forfeited from the date of the incident or circumstances in respect of which the fraudulent claim is made.

### Law applicable to this contract

Under United Kingdom law the parties to the contract have the right to request the law which will apply. In the absence of any agreement to the contrary, English law applies.

### Other insurance

**We** will not pay for any loss, damage, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same loss, damage, legal liability or other event.

### Duty of care

**You** and **your family** must take all reasonable steps to prevent loss, damage, accident or **bodily injury** and to maintain the property insured in a good state of repair.

### Rights

**We** are entitled to enter any building where loss or damage to property insured by this policy has occurred and to take possession of and deal with any salvage as **we** consider appropriate.

### Subrogation

This means that **we** may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made under this policy.

### Theft security

In the event of a theft or attempted theft from **your home** **you** must take such reasonable extra precautions to improve the physical security of **your home** as **we** consider necessary. If **you** do not implement these improvements, **we** may exercise **our** right to discontinue theft cover.

### Transfer of interest

**You** may not transfer **your** interest in the policy without **our** consent.

## General Exceptions - applicable to all Sections

### What you are not covered for:

- 1 loss or damage or any claim caused by
  - deliberate acts by **you** or **your family** or by malicious acts by tenants, paying guests or **domestic employees**
  - wear, tear or any gradually operating cause
  - confiscation or detention by Customs or other officials or authorities
- 2 any loss of any kind incurred by **you** or **your family** which is not directly associated with the incident that caused **you** to claim (except as stated in the policy)
- 3 any loss, damage or legal liability occurring before the commencement of this insurance
- 4 any loss, damage or legal liability arising from pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss or damage or injury directly or indirectly caused by such pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**
- 5
  - a) loss or damage caused by or liability arising from any **electronic failure** of **electronic equipment**.  
Subsequent loss or damage which is otherwise covered by **your** policy is nevertheless insured
  - b) direct or indirect loss or damage caused to **electronic equipment** by **electronic failure**
- 6 any loss, destruction or damage to property, any expense, legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any **electronic equipment**, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
- 7 any loss or damage resulting from building works to **your home**, including works involving the use or process of heat, where the cost of such building works is in excess of £75,000 and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor (unless this has been agreed with **us**)
- 8 any loss or damage to property, any cost or expense or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - a) consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising or military or usurped power, or
  - b) biological or chemical contamination due to any **act of terrorism**
  - c) any action taken in controlling, preventing, suppressing or in any way relating to a) and/or b) stated aboveIf **we** allege that any loss, damage, cost, expense or legal liability is not covered by this policy by reason of this exclusion, the burden of proving the contrary is on **you**
- 9 any loss or damage to property, any expense or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from
  - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component
  - pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed
- 10 any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos.

# Section 1 - Contents, Art and Jewellery

## What you are covered for:

1 The **contents, art and antiques, jewellery and watches** are insured against loss or **damage** whilst at **your home** or anywhere in the world unless otherwise stated.

### 2 Additional Homes

**We** will pay for loss of or **damage** to **contents, art and antiques** at a private residence situated within the **territorial limits** which **you** own or live in and which is not listed in the **schedule** provided that such property is not otherwise insured and that **you** advise **us** within 60 days of first owning or occupying the additional residence whichever occurs first. **You** must also pay **us** any additional premium that may be required. **We** reserve the right not to insure the **contents, art and antiques** at the additional residence or apply terms, at the point **we** are advised.

*For the purposes of this cover, the definition of 'home' is deemed to include the private dwelling, garages and domestic outbuildings of any such additional residence.*

The maximum amount **we** will pay is 15% of the sum insured on **contents, art and antiques** up to £50,000 in total.

### 3 Alternative accommodation and rent

If **your home** is made uninhabitable following loss or **damage** to the **contents** by any cause insured by this section **we** will pay

- the cost of necessary and comparable alternative accommodation (subject to **our** prior consent and approval) for **you, your family, your** domestic pets and horses
- the cost for the temporary storage of **your** furniture
- any rent which **you** may still have to pay
- any rent which ceases to be payable to **you** if **you** rent out all or part of **your home**

up to a maximum period of 3 years.

### 4 Business equipment

**We** will pay for loss of or **damage** to **business equipment** up to £20,000 and the maximum **we** will pay for supplies and stock used in connection with **your** business is £10,000. **We** will not pay for any subsequent loss of profits or turnover resulting from any such loss or **damage**.

### 5 Death of artist

**We** will pay for the increased value of art where such increase is due to the death of the artist provided that the artist's death occurs within 6 months prior to the date of the loss or damage. The maximum amount **we** will pay for any one piece of art is up to 200% of its sum insured and up to £50,000 in total.

### 6 Defective title

**We** will pay **you** the purchase price of an item insured under this section or if less, the sum insured shown in the **schedule** for a specified item, if it is subsequently proven that the item is not rightfully **yours** and **you** are legally obliged to return it to its rightful owner.

**We** will not pay for claims under this Cover

- unless the item was purchased by **you** during the **period of insurance**
- unless **you** advise **us** about the claim during the **period of insurance**
- unless **you** can show **us** that **you** made reasonable enquiries about the provenance of the item prior to **your** purchase
- if the item was inherited by **you** or given to **you** as a gift

The maximum amount **we** will pay is 10% of the total sum insured under this section or £25,000, whichever is the less.

### 7 Dependent parents or grandparents possessions

**We** will pay for loss or **damage** to **contents** belonging to **your** dependent parents or grandparents who are residing in a nursing or residential care home up to £10,000.

### 8 Fatal injury or acquired disability

In the event of injury to **you** or any member of **your family** caused by fire or assault by thieves in **your home**, **we** will pay

- £25,000 if such injury results in the death of **you** or **your** spouse or partner within 3 months of the incident, and/or
- £5,000 if such injury results in the death of any other member of **your family** within 3 months of the incident, and/or
- up to £15,000 for necessary alterations to **your home** if such injury results in a permanent physical disability.

The maximum **we** will pay for any one incident is £50,000.

## Section 1 - Contents, Art and Jewellery

### What you are covered for:

#### 9 Fraudulent use of credit cards, bank or building society books

If **you** suffer financial loss resulting from the fraudulent use of **your credit cards**, bank or building society books anywhere in the world **we** will pay up to £25,000 provided the loss is reported to the issuing organisation within 24 hours of discovery and **you** comply with all the terms and conditions under which the **credit card** is issued.

#### 10 Gifts

**We** will pay up to £10,000 for loss of or **damage to contents, art and antiques, jewellery and watches** purchased as gifts (other than gift vouchers) for a birthday, wedding, anniversary, religious or other event celebrated by **you** or **your family** for the period from one month before until one month after the event.

#### 11 Guests and domestic employees personal property

Loss of or **damage to contents** in **your home** belonging to guests or **domestic employees** permanently residing with **you** up to £5,000 provided such **contents** are not otherwise insured. The maximum amount **we** will pay for any one article is £500.

#### 12 Hire of replacement golf clubs overseas

Following loss or **damage to your** golf clubs or any that **you** may have hired or borrowed whilst **you** are playing golf outside the **territorial limits**, **we** will pay up to £25 per day subject to a maximum of £250 for the necessary hire of replacement clubs. An invoice for the cost of the hire must be submitted to **us** in the event of a claim.

#### 13 Hole in one

In the event of a hole in one being achieved by **you** in an official golf competition, **we** will pay £500. The scorecard and certificate from **your** club or the match secretary must be submitted to **us** in the event of a claim.

#### 14 Household removal

**We** will pay for loss of or **damage to contents, art and antiques** occurring during the course of a household removal within the **territorial limits** provided that

- it is undertaken by professional removal contractors
- any claim for loss or **damage** caused by theft or attempted theft involves force and violence to gain entry to or exit from the removal vehicle.

#### 15 Identity theft

**We** will pay up to £50,000 for all claims arising in any one **period of insurance** for the following costs and expenses incurred in seeking to defend **your** name and to restore **your** credit status after an act of **identity theft** has been committed against **you** or **your family**:

1. costs for notarising fraud affidavits or similar documents for financial institutions or similar credit grantors or **credit reference agencies** that have required that such affidavits be notarised
2. costs for registered mail to Police, **credit reference agencies**, financial institutions or similar credit grantors in relation to **your identity theft**
3. lost wages as a result of time taken off from work to meet with, or talk to, Police, **credit reference agencies** and/or legal counsel or to complete fraud affidavits. **We** will ask **you** to submit proof from **your** employer that **you** took unpaid days off. **You** must also provide proof that it was necessary to take time away from work
4. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information
5. legal fees incurred, subject to **our** prior consent and approval, for:
  - (a) defence of lawsuits brought against **you** by merchants or their collection agencies;
  - (b) the removal of any criminal or civil judgements wrongly entered against **you**; and
  - (c) challenging the accuracy or completeness of any information in a consumer credit report
6. charges incurred for long distance telephone calls to retail merchants, Police, financial institutions or similar credit grantors or **credit reference agencies** to report or discuss an actual **identity theft**.

## Section 1 - Contents, Art and Jewellery

### What you are covered for:

**We** will not pay for:

1. losses arising out of any trade, business, profession or employment of **you** or **your family**
2. claims where a Police report has not been filed within 24 hours of discovering the **identity theft** and if **your** bank(s), **credit card** company(ies) and all other relative accounts have not been notified of the **identity theft** within 24 hours of discovering the **identity theft**
3. any **identity theft** claim that occurs within the first 35 days of cover

**If you discover your identity has been stolen, please call the Identity Theft Helpline on 0330 134 8163 for assistance and guidance.**

#### 16 Marquees

**We** will pay up to £30,000 for loss or **damage** to marquees and associated equipment owned by **you** or which **you** have temporarily hired and are legally responsible for, provided it is not insured elsewhere.

#### 17 Metered water, heating oil or gas

**We** will pay the cost of additional metered water charges or the cost of oil or liquid petroleum gas (LPG) lost from the fixed domestic water or heating installation at **your home** up to £10,000 other than when **your home** is **unoccupied**.

#### 18 New purchases

**We** will pay for loss of or **damage** to **contents, art and antiques, jewellery and watches** that are newly purchased provided **you** inform **us** within 60 days of the purchase and pay any additional premium required. The maximum amount **we** will pay is 20% of the total sum insured under this section.

#### 19 Outdoor items

**We** will pay for loss of or **damage** to **outdoor items** whilst in the garden of **your home** up to £25,000 unless otherwise stated in the **schedule**.

#### 20 Personal money

**We** will pay for loss of or **damage** to **personal money** occurring anywhere in the world up to £2,500.

#### 21 Preventative measures

**We** will pay up to £2,500 towards the cost of installing at **your home**, either

- a) a water leak detection and prevention system following a claim under this policy for loss or **damage** caused by the escape of water from the mains domestic water or heating installation, or
- b) a flood prevention system following a claim under this policy for loss or **damage** caused by flood or by flooding resulting from storm

provided that:

- the net final settlement cost of **your** claim is greater than £20,000 (before the application of this additional benefit)
- **you** did not have such a device installed at **your home** prior to the loss
- this has **our** prior consent and approval, which **we** will agree and decide during the claims settlement process.

#### 22 Reinstatement of data

**We** will pay the cost of reinstating lost data or records, including digital downloads, stored on **your** computer or other items of **electronic equipment** up to £10,000 other than when resulting from an error in computer programming, instruction or malfunction.

## Section 1 - Contents, Art and Jewellery

### What you are covered for:

#### 23 Reinstatement of documents

**We** will pay the cost of replacing lost or damaged deeds, bonds, securities or similar private documents up to £10,000.

#### 24 Removal of debris costs

Following loss or **damage** to the **contents** covered by this section **we** will, subject to **our** prior consent and approval, pay for costs that are necessarily incurred in removing the debris of any damaged **contents**.

#### 25 Replacement locks and keys

If the keys to **your home** are accidentally lost or stolen **we** will pay for the cost of purchasing and installing any external door and window locks, key operated alarm switches, safe locks, gate or garage door security mechanism and the replacement of such keys.

*For the purposes of this Cover a 'key' will include key fobs and other remote controlled devices used for security purposes.*

#### 26 Reward

**We** will pay up to £10,000 to anyone (other than **you**, **your family** or the Police) for information which leads to the arrest and subsequent conviction of any person(s) who commits an illegal act which results in an admissible claim under this policy.

#### 27 Stalking

Subject to **our** prior consent and approval, **we** will pay for costs that **you** or **your family** incur as a result of, or the threat of, stalking, physical injury, harassment or damage to **your home** caused by a third party who is subject to an injunction or order of a court of competent jurisdiction up to

- £15,000 for any one occurrence to carry out agreed improvements to the security at **your home**
- £5,000 for any one occurrence towards the cost of necessary temporary accommodation
- £7,500 for any one occurrence for the cost of using professional security guards or seeking advice from professional security consultants

and no more than £20,000 in any one **period of insurance**.

**We** will not pay for:

- any claim made which occurs outside the **territorial limits**
- any incident which began or had the injunction or Court Order issued prior to the commencement of this policy
- any incident which involves a counter claim by the third party for stalking, physical damage, harassment or property damage caused by **you** or **your family**

#### 28 Trauma cover

In the event of a violent crime being committed against **you** or any member of **your family** in **your home**, **we** will pay up to

- £500 for professional private counselling fees
- £1,000 towards the cost of necessary temporary accommodation for a period of no more than 7 days immediately following the incident
- £15,000 (subject to **our** prior consent and approval) to either carry out necessary improvements to the security at **your home**, or for necessary conveyancing, removal and estate agency fees if, within 90 days of the incident, **you** feel compelled to move house and had not already planned to do so. This benefit will cease to be payable after 12 months from the date of the incident.

## Section 1 - Contents, Art and Jewellery

### What you are not covered for:

- 1 the amount of the **excess(es)** stated in the **schedule**
- 2 loss or damage caused by
  - theft or attempted theft
    - of possessions of student members of **your family** whilst attending school, university or college, or of pedal cycles, from any building other than **your home** unless force and violence is used to gain entry or exit
    - by deception unless deception is used solely to gain entry to **your home**
    - of motorised garden and agricultural equipment, quad bikes, go-karts or off-road motorcycles between the hours of 21:00 and 06:00 unless from a locked building
    - of trailers and non-motorised horse-boxes unless secured with an anti-theft device when left unattended
  - river or coastal erosion
  - faulty workmanship, defective design or use of defective materials
  - wet or dry rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
  - storm or flood or frost to **contents** left temporarily or permanently in the open, other than aerials, satellite dishes or marquees and associated equipment
  - electrical or mechanical breakdown other than where this involves deterioration of food in **your** freezer(s)
- 3 loss of or damage to
  - **jewellery and watches** and **personal money** whilst in storage
  - **jewellery and watches** that are held or used for business or professional purposes
  - motor vehicles, motorcycles, caravans, aircraft and watercraft (other than as described under **contents**) and their respective accessories other than portable satellite navigation systems
  - radios and other audio and telephone equipment installed in or on any motor vehicle unless specified
  - equipment used for hang-gliding, mountaineering, parachuting, potholing, windsurfing and underwater sports other than when it is kept in **your home**
  - quad bikes, go-karts or off-road motorcycles
    - whilst being driven
    - if left unattended either temporarily or permanently in the open
  - watercraft (as defined under **contents**)
    - whilst being used for racing, speed testing or in any slalom event or in white water
    - protective covers or sails that are split by the wind
    - if not stored ashore when not being used
  - sports equipment while taking part in professional sport
  - **personal money**
    - unless the loss is reported to the Police within 24 hours of discovery
    - held for business or professional purposes
    - as a result of
      - shortages due to error, omission, depreciation or confiscation
      - theft from
        - garages, domestic outbuildings or greenhouses
        - unattended motor vehicles
  - pedal cycles or their accessories
    - when left unattended away from **your home** unless securely locked
    - while being used for racing or time trials
  - wine, resulting from
    - mysterious disappearance, evaporation or gradual leakage
    - the failure of any temperature controlling device
    - climatic conditions, cork fly or inherent vice
    - conversion, misappropriation or failure to keep proper records by any supplier

## Section 1 - Contents, Art and Jewellery

### What you are not covered for:

- 4 loss or damage caused by or during the process of repairing, restoring, renovating, treating, cleaning, washing, dyeing, installation, adjustment or dismantling
- 5 loss or damage from any unattended motor vehicle unless all windows are closed, all doors and other openings are securely locked shut and any property insured by this section is hidden from view in the boot, closed glove compartment, roof box or elsewhere inside the vehicle where it cannot be seen from the outside.  
Where an item is secured to an external carrier that is attached to the vehicle (e.g. pedal cycles or skis) where it cannot be hidden from view, it must be locked to the carrier which itself must be secured to the vehicle.
- 6 loss or damage occurring whilst in storage
  - unless removed to a commercial storage facility
  - unless any theft or attempted theft involves force and violence to gain entry or exit
  - if the period of storage is greater than 60 days (unless **you** have agreed this with **us** and paid any additional premium required)
  - if this is more than 25% of the sum insured on **contents, art and antiques** (unless **you** have agreed this with **us** and paid any additional premium required)
- 7 loss or damage, when **your home** is **unoccupied**, caused by
  - theft or attempted theft unless all locks, bolts and other security devices are in full and effective operation and keys are removed from locks
  - malicious acts or vandalism unless agreed by **us**
  - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance unless, prior to **your home** being **unoccupied**
    - **you** had set the central heating system to operate continually at a minimum temperature of 15 degrees centigrade during the months from November to March inclusive or **you** had shut off and drained fixed water and heating installations, or
    - **you** had informed **us** and **we** agreed an alternative arrangement with **you** beforehand
- 8 loss or damage, when **your home** or any part is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit.

### Inflation Protection

The sums insured stated in the **schedule** for this section are index linked and will be adjusted each month in line with the percentage changes to the appropriate indices. At each renewal, the premium will be calculated on the adjusted sums insured.

## Section 1 - Contents, Art and Jewellery

### Basis of claims settlement

The total sums insured on **contents, art and antiques, jewellery and watches** must represent the full market value or the cost of replacement, whichever is the greater.

Provided the total sums insured are adequate, **we** will at **our** option;

- pay the cost of repairing,
- pay the cost of replacing as new,
- replace as new, or
- make a cash payment

**We** may make a deduction for wear, tear or betterment if the total sum insured is not sufficient at the time of loss or damage.

#### Excess

**We** will deduct the amount of any applicable **excess** shown in the **schedule**. However, the **excess** will not apply to claims made

- under Covers 3, 7, 8, 9, 11, 12, 13, 15, 20, 21, 22, 23, 24, 25, 26, 27 or 28
- for loss or **damage** to frozen food.

If the claim is for specified items and/or the amount of the claim is more than £10,000 the **excess** will be reduced by £250 (or waived if less than £250) unless

- the claim is only for loss or **damage** caused by the escape of water from a fixed water or heating installation
- **we** have imposed an increased **excess** by memorandum in the policy **schedule** which applies to the claim.

#### Agreed values

If an item specified under this section is totally destroyed or irrecoverably lost or is declared a constructive total loss by **us**, **we** will base **our** settlement on an amount equivalent to the sum insured stated against the item in the **schedule**. For an item of **art and antiques**, or **jewellery and watches** **we** will, at the time of the loss or damage, require that **you** provide **us** with proof of ownership and a valuation by a recognised valuer which is no more than five years old, unless **we** have already seen and accepted a valuation at the commencement of cover.

**You** will not receive a refund for the proportionate part of the premium paid for the item and **you** will have to pay an additional premium to include cover under this policy for any replacement item.

#### Partial loss or damage

In the event of partial loss or **damage** to an item of **art and antiques**, **we** will pay the cost and expense of restoration together with any residual depreciation in value.

#### Matching items

**We** will not pay for the cost of replacing any undamaged item(s) or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched except:

- for items of **art and antiques, jewellery and watches** – provided that **you** surrender any undamaged matching item(s) and/or parts to **us** and **we** agree to accept them, **we** will at **our** option, replace or pay the replacement cost of the complete matching set
- for all other **contents** – **we** will pay up to 50% of the cost of replacing any undamaged matching item(s) or parts of matching items.

#### Stamp, Coin or Banknote Collections

In the event of loss or damage to a stamp, coin or banknote collection insured by this policy, **our** claim settlement will be based upon the value(s) stated in the current recognised collector's catalogue (e.g. Stanley Gibbons, Spinks or World Paper Money respectively) or the current market value, whichever is the less. The onus of proving value shall be upon **you**.

**We** will not pay for:

- loss or damage caused by the process of mounting, dismounting or other work on stamps or banknotes
- loss or damage to any stamp, first day stamp cover, coin or banknote that is not contained in an album, stockbook or similar collector's portfolio, case or cabinet
- more than £250 for any one stamp, first day stamp cover, coin or coin set, banknote or banknote set unless more specific details have been lodged with **us**.

## Section 1 - Contents, Art and Jewellery

### The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule** for this section plus index linked increases less the amount of any applicable **excess**. **We** will also pay additional costs incurred under
  - Cover 3 - Alternative accommodation and rent
  - Cover 24 - Removal of debris costs
- any single article, pair, set or collection of **art and antiques** is £15,000 unless specified
- any single article, pair, set or collection of **jewellery and watches** is £5,000 unless specified
- loss of or damage to **jewellery and watches** whilst contained in baggage or in transit outside the personal control of **you** or an adult member of **your family** is £1,000
- any pedal cycle or fur is £5,000 unless specified
- any quad bike, go-kart or off-road motorcycle is £5,000
- any trailer or non-motorised horse-box is £5,000
- any watercraft as defined under **contents** is £5,000
- loss or damage from any unattended motor vehicle is £15,000
- damage caused by chewing, scratching, tearing, vomiting or fouling by pets is £2,500
- possessions of student members of **your family** from any student accommodation whilst attending school, university or college is £15,000
- any specified item is the respective sum insured shown in the **schedule**.

## Section 2 - Buildings

### What you are covered for:

1 The **buildings** are insured against loss or **damage**.

#### 2 **Alternative accommodation and loss of rent**

If **your home** is made uninhabitable following loss or **damage** to the **buildings** by any cause insured by this section **we** will pay

- the cost of necessary and comparable alternative accommodation (subject to **our** prior consent and approval) for **you**, **your family**, **your** domestic pets and horses
- any rent which ceases to be payable to **you**, if **you** rent out all or part of **your home** up to a maximum period of 3 years.

If, at the time of the loss or **damage**, the sum insured on **buildings** was less than 80% of its full replacement cost, the maximum amount **we** will pay for any one claim will be 20% of the sum insured on **buildings**.

#### 3 **Architects' and surveyors' fees and other costs**

Following loss or **damage** to the **buildings** covered by this section **we** will, subject to **our** prior consent and approval, pay necessarily incurred

- architects', surveyors', legal and other fees
- removal of debris costs
- additional costs involved in complying with statutory regulations or local authority requirements, other than when loss or **damage** occurs after a notice to comply has been served on **you**.

#### 4 **Environmental home upgrade**

**We** will pay up to £2,500, subject to **our** prior consent and approval, towards the cost of installing a solar, wind or geothermal electrical power-generating system following a valid claim under this policy for loss or **damage** to the **buildings**, as part of the repairs to the electrical, heating or water system, provided that

- the net final settlement cost of **your** claim will be greater than £20,000 (before the application of this additional benefit)
- **you** had not previously had a solar, wind or geothermal electrical power-generating system installed at **your home**.

**We** will not pay under this Cover if **we** agree to pay for 'Preventative measures' stated elsewhere in this policy, which results from the same incident.

#### 5 **Environmental home additional costs**

If, following a valid claim under this policy for loss or **damage** to any solar, wind or geothermal electrical power-generating system, **you** have to purchase **your** electrical power from a power utility company **we** will, subject to our prior consent and approval, pay up to £2,500 for additional costs incurred for up to 12 months, including loss of income derived from any excess power generated, based on statistics recorded up to 12 months prior to the date of the loss.

#### 6 **Fixtures and fittings temporarily removed**

**We** will pay for loss of or **damage** to fixtures and fittings, that would normally form part of the **buildings**, whilst **temporarily removed** from **your home** to another building within the **territorial limits** up to 10% of the sum insured on **buildings**.

#### 7 **Forced evacuation**

If a local authority prohibits **you** from living in **your home** following loss or damage having occurred to a neighbouring property that would have been covered had it been insured under the terms and conditions of this policy, **we** will, subject to **our** prior consent and approval, pay the cost of necessary and comparable alternative accommodation for **you**, **your family**, **your** domestic pets and horses and any rent which ceases to be payable to **you**, up to a maximum period of 30 days.

#### 8 **Mortgagee's interest**

Any act or neglect by **you** or the occupier of **your home**, which increases the possibility of loss or damage shall not prejudice the insured interest of the mortgagee provided that

- such act or neglect is entirely without the authority or knowledge of the mortgagee
- as soon as the mortgagee becomes aware of any such act or neglect written information is forwarded to **us** and any additional premium required is paid.

## Section 2 - Buildings

### What you are covered for:

#### 9 New fixtures and contract works

*For the purposes of this Cover 'contract works' is defined as: temporary or permanent works executed or in the course of execution at **your home** by **you** or on **your** behalf for the purposes of alterations or improvements to **your home** including unfixed site materials for use in connection therewith.*

**We** will pay up to £75,000 for loss of or **damage** to new fixtures, fittings and/or contract works owned by **you** or for which **you** are responsible, all kept within the boundaries of **your home**, whilst awaiting installation or construction.

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

- where the cost of all contract works is in excess of £75,000 and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor (unless this has been agreed with **us**)
- caused by storm or frost to unfixed site materials left in the open
- to contract works that are more specifically insured elsewhere.

#### 10 Preventative measures

**We** will pay up to £2,500 towards the cost of installing at **your home**, either

- a) a water leak detection and prevention system following a claim under this policy for loss or **damage** caused by the escape of water from the mains domestic water or heating installation, or
- b) a flood prevention system following a claim under this policy for loss or **damage** caused by flood or by flooding resulting from storm

provided that:

- the net final settlement cost of **your** claim is greater than £20,000 (before the application of this additional benefit)
- **you** did not have such a device installed at **your home** prior to the loss
- this has **our** prior consent and approval, which **we** will agree and decide during the claims settlement process.

**We** will not pay under this Cover if **we** agree to pay for either

- 'Preventative measures' under Section 1 of this policy, or
- 'Environmental home upgrade' under this Section of the policy which results from the same incident.

#### 11 Reinstatement of gardens and grass tennis courts

**We** will pay for the cost of re-landscaping **your** garden or grass tennis court including costs incurred to remove and dispose of debris, resulting from loss or **damage** caused by

- fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, riot, civil commotion, malicious acts or vandalism, or
- the emergency services, or
- falling trees, telegraph poles, lamp posts or pylons or any parts thereof.

**We** will not pay for:

- the reinstatement of gardens or grass tennis courts following loss or damage caused by storm, flood or frost
- the replacement of fallen trees if they have fallen due to storm
- the reinstatement of any fields, meadows, pastures, paddocks or woodland or for the removal or replacement of any fallen trees in those areas
- costs relating to any undamaged part of the garden or tennis court
- more than £1,000 for the removal and/or replacement of any one tree, plant or shrub
- more than 5% of the sum insured on **buildings** for any one claim
- more than £25,000 during any one **period of insurance**.

#### 12 Replacement locks and keys

If the keys to **your home** are accidentally lost or stolen **we** will pay for the cost of purchasing and installing any external door and window locks, key operated alarm switches, safe locks, gate or garage door security mechanism and the replacement of such keys. *For the purposes of this Cover a 'key' will include key fobs and other remote controlled devices used for security purposes.*

**We** will not pay under this Cover if **we** agree to pay for 'Replacement locks and keys' under Section 1 of this policy, which results from the same incident.

## Section 2 - Buildings

### What you are covered for:

#### 13 Sale cover

If **you** contract to sell the **buildings of your home** the purchaser will be entitled to the benefit provided by this section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **buildings** are not otherwise insured.

#### 14 Trace and access

**We** will pay the cost (provided that this is incurred with **our** consent) of finding the source of the escape of water, oil or gas from any fixed domestic water or heating installation or storage tank and the subsequent repair to walls, floors or ceilings, driveways, paths, patios or gardens.

The maximum amount **we** will pay for any one claim occurring outside **your home** is £15,000.

### What you are not covered for:

- 1 the amount of the **excess(es)** stated in the **schedule**
- 2 loss or damage caused by
  - the freezing of water within permanently installed swimming pools, hot tubs, ornamental ponds, fountains or their respective associated plant, machinery and equipment
  - storm or flood to fences, hedges or gates other than electrically operated gates
  - felling or lopping of trees
  - subsidence or heave (of the site on which **your home** stands) or landslip due to
    - river or coastal erosion
    - bedding down of new **buildings** or settlement of newly made up ground
    - movement of solid floor slabs unless the foundations beneath the external walls of **your home** are damaged at the same time and by the same cause
  - demolition or structural repairs or alterations to the **buildings**
  - inadequate foundations which do not meet building regulations current at the time of construction
  - subsidence or heave (of the site on which **your home** stands) or landslip to walls, fences, gates, hedges, service tanks, driveways, paths, steps, terraces, patios, ornamental ponds, fountains, permanently installed swimming pools and hot tubs, hard tennis courts and wind turbines unless the main building of **your home** is damaged at the same time and by the same cause
  - frost, settlement or shrinkage
  - faulty workmanship, defective design or use of defective materials
  - rusting, corrosion, wet or dry rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
  - electrical or mechanical breakdown
- 3 loss or damage, when **your home** is **unoccupied**, caused by
  - theft or attempted theft unless all locks, bolts and other security devices are in full and effective operation and keys are removed from locks
  - malicious acts or vandalism unless agreed by **us**
  - accidental damage to fixed glass and sanitary ware
  - the freezing of water within any fixed water or heating installation
  - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance unless, prior to **your home** being **unoccupied**
    - **you** had set the central heating system to operate continually at a minimum temperature of 15 degrees centigrade during the months from November to March inclusive or **you** had shut off and drained fixed water and heating installations, or
    - **you** had informed **us** and **we** agreed an alternative arrangement with **you** beforehand
- 4 loss or damage, when **your home** or any part is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit
- 5 loss or damage caused by or during the process of demolition, repair, restoration, renovation, treatment or structural repair or alteration, other than where provision is made under the 'New fixtures and contract works' Cover

## Section 2 - Buildings

### What you are not covered for:

- 6 loss of or damage to
  - **outdoor items**
  - piers, wharfs, docks, jetties or moorings
  - aerials, satellite dishes and CCTV equipment
- 7 loss or damage for which compensation is provided by legislation
- 8 the cost of maintenance and normal redecoration
- 9 loss or damage to underground services
  - for which **you** are not legally liable
  - caused by gradual deterioration or wear and tear.

### Inflation Protection

The sums insured shown in the **schedule** for this section are index linked and will be adjusted each month in line with the percentage changes to the appropriate indices. At each renewal, the premium will be calculated on the adjusted sums insured.

### Basis of claims settlement

The sum insured on **buildings** must represent the full replacement value of the **buildings** including the additional expenditure listed under Cover 3 - Architects' and surveyors' fees and other costs.

#### We will

- at **our** option either
  - reinstate or replace the damaged **buildings** or any damaged part of the **buildings**, or
  - pay the cost of any necessary repair or replacement work
- make a deduction for wear, tear or betterment if
  - the sum(s) insured on **buildings** at the time of the loss or damage is less than the cost of rebuilding, or
  - the **buildings** have not been maintained in good repair or decorative order.

#### Excess

**We** will deduct the amount of any applicable **excess** shown in the **schedule**. However, the **excess** will not apply to claims made under Covers 2, 3, 4, 5, 7, 8, 10 or 12.

If the amount of the claim is more than £10,000 the **excess** will be reduced by £250 (or waived if less than £250) unless

- the claim is for loss or **damage** caused by subsidence, heave or landslip or the escape of water from a fixed water or heating installation
- **we** have imposed an increased **excess** by memorandum in the policy **schedule** which applies to the claim.

#### Matching items

**We** will not pay for the cost of replacing any undamaged item(s) or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched other than fitted kitchens and bathroom suites.

#### The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule** plus index linked increases less the amount of any applicable **excess**.  
**We** will also pay costs incurred under Cover 2 - Alternative accommodation and loss of rent
- damage caused by chewing, scratching, tearing, vomiting or fouling by pets is £1,000.

## Section 3 - Liability

### What you are covered for:

#### 1 Occupiers', personal and employers' liability

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** and if requested by **you**, **your domestic employees**, for all amounts which **you** or they become legally liable to pay as damages in respect of accidental

- **bodily injury** to any person
- loss of or accidental damage to material property
- obstruction, trespass or nuisance resulting in interference with or loss of enjoyment of material property arising as a result of
  - **your** occupation, not ownership, of the **buildings** or land belonging to the **home** or **your** allotment
  - **your** duties as a Neighbourhood Home Watch coordinator
  - the employment of any **domestic employee** occurring within the **territorial limits** and in the rest of the world during a temporary visit not exceeding 90 consecutive days
  - any other act or omission of a personal nature committed within the **territorial limits** and in the rest of the world during a temporary visit not exceeding 90 consecutive days.

#### 2 Property owners' liability

Provided that **your buildings** are insured under Section 2 of this policy, **we** will cover **you** or **your family** for all amounts that **you** or **your family** become legally liable to pay in respect of accidental

- **bodily injury** to any person other than **you**, **your family** or any **domestic employee**
- loss of or accidental damage to material property

arising

- from **your** ownership of the **buildings** or land belonging to **your home**
- in respect of any buildings previously owned by **you** and occupied by **you** for residential purposes and incurred by reason of Section 3 of the Defective Premises Act 1972 provided that
  - no other policy covers the liability
  - **you** had sold the **buildings** before the incident giving rise to the liability occurred.

If **you** cancel this policy following the sale of **your home** the cover provided by the Defective Premises Act 1972 will continue for 7 years from the cancellation date provided no other policy covers the liability.

#### 3 Organised events

**We** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or accidental damage to material property

arising from the hiring out or the opening of **your home**, its garden and/or land provided that this is for an organised registered charity, religious or community group.

#### 4 Additional and acquired land

Provided that **your buildings** are insured under Section 2 of this policy **we** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or accidental damage to material property

arising from **your** ownership of any additional land (provided **you** have told **us** about it) or from any land which **you** may acquire, within the **territorial limits** and occurring during the **period of insurance** provided that

- the land has not been acquired for property development or any business pursuits or activities
- there are no buildings on the land
- **you** inform **us** within 60 days of any acquisition and pay any additional premium required
- **you** are not entitled to indemnity under any other insurance.

## Section 3 - Liability

### What you are covered for:

#### 5 Quad bikes, go-karts and off-road motorcycles

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or accidental damage to material property

arising from the ownership, possession or use of quad bikes, go-karts or off-road motorcycles other than

- if a quad bike with an engine size of more than 50cc is being driven by anyone under the age of 17 years
- any go-kart or off-road motorcycle that has an engine size of more than 50cc
- if used in circumstances for which a Road Traffic Act Certificate of Insurance is required
- incidents that occur outside the boundaries of **your home**
- whilst used for, or for the practise or preparation for, motor sport or competition.

#### 6 Hand or wind propelled watercraft

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or accidental damage to material property

arising from the ownership, possession or use of surfboards or hand or wind propelled watercraft not exceeding 12 feet in length other than whilst

- being used for racing or speed testing
- in any slalom event or in white water.

#### 7 Tenant's liability

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** become legally liable to pay as tenant for the cost of making good damage to

- the **buildings**, or
- the building of any residence occupied by a student member of **your family** temporarily residing away from **your home** attending school, university or college, or
- the building of a residence temporarily occupied by **you** or **your family**

as a result of any cause covered by Section 2 – Buildings of this policy had it been an **operative section**, up to £1,000,000.

**We** will not pay for

- the cost of maintenance and normal redecoration
- liability arising for damage to a building that is **unoccupied**.

#### 8 Unrecovered damages

Provided that **your contents** are insured under Section 1 of this policy, **we** will pay for all sums which **you** or any member of **your family** have been awarded by a court within the **territorial limits** and which have not been paid within 3 months of the date of the award provided that

- Cover 1 of this section - Occupiers', personal and employers' liability would have insured **you** or the member of **your family** had the award been made against **you** or the member of **your family** rather than to **you** or the member of **your family**
- the incident giving rise to the award occurred within the **territorial limits** and during the **period of insurance**
- there is no appeal pending
- the amount payable does not exceed £1,000,000.

## Section 3 - Liability

### What you are not covered for:

1. any liability for
  - **bodily injury to you or your family**
  - loss of or damage to property owned or occupied by or in the custody or control of **you** or **your family** other than damage to property for which **you** or **your family** are legally liable as tenant
2. liability arising from
  - any incident occurring outside the **period of insurance**
  - **bodily injury** (other than to a **domestic employee**) or loss of or damage to property arising from the ownership, possession or use of
    - lifts unless used solely for domestic purposes and inspected and maintained in accordance with the manufacturers recommended service intervals
    - mechanically or electrically propelled vehicles other than
      - motorised or pedestrian controlled gardening equipment used within the boundaries of the **home**
      - power assisted pedal cycles, electric wheelchairs or Class 1 or Class 2 mobility scooters
      - pedestrian controlled models or toys
      - motorised golf buggies or electric golf trolleys used within the boundaries of **your home** or on a golf course
      - quad bikes, go-karts or off-road motorcycles as provided by Cover 5 of this section
    - trailers or horse-boxes whilst being towed
    - watercraft other than as provided by Cover 6 of this section
    - aircraft, hang-gliders or hovercraft
    - animals other than domestic pets or horses
    - commercial riding schools and establishments
    - horses whilst being used for racing, steeplechasing or playing polo
    - dogs specified under the Dangerous Dogs Act 1991 or any amending legislation
    - shotguns or firearms other than when used for sporting activities or pest control
  - the passing on of any infectious disease or virus
  - any trade, business, profession or employment of **you** or **your family** other than if directly arising from
    - the use of the **home** as an office for non-manual work
    - gardening, baby-sitting, leaflet and newspaper distribution and other similar activities provided that the total gross annual revenue generated from these activities does not exceed £2,000
    - the accommodation of no more than 6 paying guests at any one time and the provision of food or drink to such guests
    - any unpaid occupation as a director or officer of a registered charity or other not for profit organisation
    - voluntary work for an organised registered charity, religious or community group
  - any treatment, wrongful specification or professional advice or service given by **you**, **your family** or an employee where rendered to a third party for a fee
  - any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you** or **your family**
  - any agreement unless liability would have existed without the agreement
  - any **act of terrorism** other than for accidental **bodily injury** to a **domestic employee**
3. the cost of remedying any fault or alleged fault.

## Section 3 - Liability

### Basis of claims settlement

In the event of **your** death or the death of any member of **your family we** will reimburse **your**, or their, personal legal representatives in respect of any legal liability incurred and insured under this section provided that such personal legal representatives shall observe, fulfil and be subject to the terms, limitations and conditions of the policy so far as they can apply.

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount(s) payable hereunder.

**We** may at any time pay to **you** the maximum amount(s) payable, less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

### The maximum amount payable

The amount payable will not exceed

- £5,000,000 for accidental **bodily injury** to any **domestic employee** which arises out of and in the course of his or her employment and which is directly or indirectly caused by, results from or is in connection with
    - a) any **act of terrorism**, or
    - b) any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**
  - £10,000,000 in respect of all other claims arising from one cause
- plus any other legal costs and expenses which **you** or **your family** have to pay provided they are incurred with **our** written consent.

# Section 4 - Executive Home Emergency

## Definitions

Wherever the following words or expressions appear in this Executive Home Emergency section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

<b>contractor</b>	a qualified person approved and instructed by the Helpline to undertake emergency <b>work</b>
<b>home emergency</b>	a sudden and unforeseen situation which if not dealt with quickly would render the <b>home</b> unsafe or insecure, or damage or cause further damage to the <b>home</b> or cause risk to <b>you</b> or <b>your family</b>
<b>primary heating system</b>	the principal central heating and hot water systems at <b>your home</b> excluding any form of solar or warm air heating systems
<b>work</b>	all efforts made by the <b>contractor</b> to rectify, limit or prevent damage in respect of the <b>home emergency</b> covered under this policy
<b>vermin</b>	brown or black rats, house or field mice, wasps or hornets nests

## What you are covered for:

The cost of **contractors'** call out and labour charges, parts and materials up to £500 including VAT, in providing assistance in the event of a **home emergency** where one or more of the following has occurred in **your home**

- the plumbing or drainage system has either failed or been damaged and flooding or internal water damage is a likely consequence of that failure or damage
- the electricity supply system has failed or broken down completely
- the permanently installed cooking system has failed or broken down completely
- external locks, doors or windows have either failed or been damaged as to render the **home** insecure
- **you** have lost the only available key to the **home** and **you** are unable to replace it or gain normal access, or **you** have locked yourself out with no access to another key
- the **primary heating system** has failed or broken down completely
- **vermin** inside **your home**.

The maximum amount payable in any one **period of insurance** is £1,000.

## Section 4 - Executive Home Emergency

### What you are not covered for:

- 1 **work** in excess of £500 including VAT
- 2 any additional costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original
- 3 call-out charges if there is no-one at **your home** when the **contractor** arrives
- 4 costs arising from or in connection with
  - circumstances known to **you** prior to the inception date of **your** policy
  - any system, equipment or facility which has not been properly installed, maintained or repaired in accordance with the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect
  - replacement or adjustment to any decorative or cosmetic part of any equipment
  - lighting of boilers or the correct operation or routine adjustment of time or temperature controls
  - boilers over 15 years old or with an output of over 60kw per hour or 250,000 BTU's
  - garages, outbuildings, cess pits, septic tanks or fuel tanks, boundary walls, hedges, fences or gates, other than outbuildings used for residential purposes or for **your** trade, business or profession
  - wilful act or omission or neglect by **you**
  - claims arising after the **home** has been left **unoccupied**
  - the interruption or disconnection of utility services to the **home** however caused, or the failure or breakdown of the main electricity or water or gas supply system or gas leaks
  - materials or labour charges covered by manufacturers', suppliers' or installers' guarantee or warranty
  - any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **buildings**, faulty workmanship or the use of defective materials, or river or coastal erosion.

### How to make a claim

Before requesting assistance and making a claim, check that the circumstances are covered by this insurance. Telephone the Helpline on **0330 134 8162** and provide details of the problem. All requests for assistance must be made to the Helpline and not to the **contractors** direct otherwise the **work** will not be covered.

Our assistance operator will arrange for one of our approved **contractors** to come to **your** assistance as quickly as possible. Remote locations or unforeseen situations such as weather conditions, industrial disputes (official or otherwise), road closures or any other circumstances preventing access to **your home** may affect normal standards of service.

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the National Gas 24 hour Emergency Service on **0800 111 999**.

The **contractor** will charge the cost of all **work** covered by this insurance direct to **us**.

### Complaints

If **you** have a complaint under this section, please direct it in the first instance to:

Customer Relations Department  
Cunningham Lindsey UK  
225 Bath Street  
Glasgow  
G2 4GZ  
Email: CRM-Glasgow@cl-uk.com  
Phone: **0141 240 2500**

# Section 5 - Family Legal Protection

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## Definitions

Wherever the following words or expressions appear in this Family Legal Protection section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply:

<b>we, us, our</b>	DAS Legal Expenses Insurance Company Limited
<b>insured person</b>	<b>You</b> , and any member of <b>your family</b> who always lives with <b>you</b> . Anyone claiming under this section must have <b>your</b> agreement to claim
<b>appointed representative</b>	The <b>preferred law firm</b> , law firm, accountant or other suitably qualified person <b>we</b> will appoint to act on the <b>insured person's</b> behalf
<b>date of occurrence</b>	<b>For civil cases:</b> The date of the event that leads to the claim. If there is more than one event arising at different times from the same originating cause, the <b>date of occurrence</b> is the date of the first of these events <b>For criminal cases:</b> The date <b>you</b> began, or alleged to have begun, to break the law <b>For Insured Incident 6. Tax Protection:</b> The date when HM Revenue & Customs first notifies <b>you</b> in writing of its intention to make an enquiry
<b>secondary home</b>	Private dwellings and/or private land owned by an <b>insured person</b> and which is used by them for residential purposes only
<b>costs and expenses</b>	<b>Legal Costs:</b> (a) All reasonable and necessary costs chargeable by the <b>appointed representative</b> and agreed by <b>us</b> in accordance with the <b>DAS Standard Terms of Appointment</b> <b>Opponents Costs:</b> (b) The costs incurred by opponents in civil cases if the <b>insured person</b> has been ordered to pay them, or they pay them with <b>our</b> agreement
<b>DAS Standard Terms of Appointment</b>	The terms and conditions (including the amount <b>we</b> will pay to an <b>appointed representative</b> ) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee)
<b>preferred law firm</b>	A law firm or barristers' chambers <b>we</b> choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the <b>insured person's</b> claim and must comply with <b>our</b> agreed service standard levels, which <b>we</b> audit regularly. They are appointed according to the <b>DAS Standard Terms of Appointment</b>
<b>reasonable prospects</b>	For civil cases, the prospects that the <b>insured person</b> will recover losses or damages (or obtain any other legal remedy that <b>we</b> have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. <b>We</b> , or a <b>preferred law firm</b> on <b>our</b> behalf, will assess whether there are <b>reasonable prospects</b>
<b>countries covered</b>	a. <b>For Insured Incident 3, Personal Injury:</b> Worldwide b. <b>For Insured Incident 2, Contract Disputes:</b> The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey c. <b>For all other Insured Incidents:</b> The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

## What is covered:

**We** agree to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the Insured Incident is during the **period of insurance**
3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
4. the Insured Incident happens within the **countries covered**.

## Section 5 - Family Legal Protection

### What we will pay

We will pay an **appointed representative**, on the **insured person's** behalf, **costs and expenses** incurred following an Insured Incident, provided that:

- (a) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- (b) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**
- (c) in respect of an appeal or the defence of an appeal, the **insured person** must tell **us** within the time limits allowed that they want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- (d) for an enforcement of judgment to recover money and interest due to the **insured person** after a successful claim under this section, **we** must agree that **reasonable prospects** exist, and
- (e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

### What we will not pay

- (a) In the event of a claim, if the **insured person** decides not to use the services of a **preferred law firm**, they will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- (b) The first £250 of any claim for legal nuisance or trespass. The **insured person** must pay this as soon as **we** accept the claim.

### Insured Incidents

#### 1 Employment Disputes

We will cover an **insured person's** legal rights in a dispute arising from their contract of employment for their work as an employee.

#### 2 Contract Disputes

We will provide cover for:

1. an **insured person's** legal rights in a contractual dispute arising from an agreement or alleged agreement which an **insured person** has entered into for:
  - a) the buying or hiring in of any goods or services; or
  - b) the selling of any goods;
2. an **insured person's** legal rights in a contractual dispute or for misrepresentation arising from an agreement which they have entered into for the buying or selling of their principal **home**;  
provided that, in both 1. and 2.
  - i. the **insured person** has entered into the agreement or alleged agreement during the **period of insurance**;  
and
  - ii. the amount in dispute is more than £100.

#### 3 Personal Injury

We will cover a specific or sudden accident that causes death of, or bodily injury to the **insured person**.

#### 4 Clinical Negligence

We will provide cover for an **insured person's** legal rights where it is alleged that accidental death or bodily injury to an **insured person** has resulted from a single negligent act of surgery, clinical or medical procedure.

#### 5 Property Protection

We will:

- a) cover the **insured person's** legal rights in a civil action; and/or
- b) arrange mediation;  
for a dispute relating to material property (including the **insured person's** principal and **secondary home**) which is owned by the **insured person**, or for which the **insured person** is responsible, following:
  1. an event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100; or
  2. a legal nuisance (meaning any unlawful interference with an **insured person's** use or enjoyment of their **home**, or some right over, or in connection with it); or
  3. a trespass**You** must have established the legal ownership or right to the land that is the subject of the dispute.

#### 6 Tax Protection

A comprehensive examination by HM Revenue & Customs that considers all areas of an **insured person's** self-assessment tax return, but not enquiries limited to one or more specific area.

## Section 5 - Family Legal Protection

### 7 Jury Service and Court Attendance

**We** will cover the **insured person's** absence from work:

- (a) to attend any court or tribunal at the request of the **appointed representative**
- (b) to perform jury service. The maximum **we** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount the court gives them.

### 8 Legal Defence

1. **We** will cover an event arising from the **insured person's** work as an employee which leads to:
  - a) the **insured person** being prosecuted in a court of criminal jurisdiction; or
  - b) civil action being taken against the **insured person** under:
    - i. legislation for unlawful discrimination; or
    - ii. section 13 of the Data Protection Act 1998.
2. **We** will cover **costs and expenses** to defend an **insured person's** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

### What is not covered

#### What is not covered under Insured Incident 1, Employment Disputes:

**Costs and expenses** for:

1. disciplinary hearings or internal grievance procedures;
2. any claim relating solely to personal injury.
3. a compromise agreement whilst the **insured person** is still employed.

#### What is not covered under Insured Incident 2, Contract Disputes:

A claim relating to:

1. a contract regarding an **insured person's** trade, profession, employment or any business venture;
2. construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
3. a contract involving a motor vehicle owned or used by, or hired or leased to an **insured person**;
4. the settlement payable under an insurance policy (**we** will negotiate if the **insured person's** insurer refuses their claim, but not for a dispute over the amount of the claim);
5. a dispute arising from any loan, mortgage, pension, investment or borrowing;
6. A claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

#### What is not covered under Insured Incident 3, Personal Injury:

A claim relating to:

1. any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or
2. defending an **insured person's** legal rights, but defending a counter-claim is covered.
3. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **insured person**
4. clinical negligence.

#### What is not covered under Insured Incident 4, Clinical Negligence:

1. the alleged failure to correctly diagnose the **insured person's** condition
2. psychological injury or mental illness that is not associated with an **insured person** having suffered physical bodily injury.

## Section 5 - Family Legal Protection

### What is not covered

#### What is not covered under Insured Incident 5, Property Protection:

1. A claim relating to:
  - a) a contract entered into by an **insured person**;
  - b) any building or land other than the **insured person's** principal or **secondary home**;
  - c) someone legally taking an **insured person's** material property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on an **insured person's** material property by any government or public or local authority unless the claim is for accidental physical damage;
  - d) work done by any government or public or local authority unless the claim is for accidental physical damage;
  - e) a motor vehicle owned or used by, or hired or leased to an **insured person**;
  - f) mining subsidence.
  - g) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from the **insured person** or of which the **insured person** is trying to take possession)
  - h) the enforcement of a covenant by or against the **insured person**.
2. Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.
3. The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

#### What is not covered under Insured Incident 6, Tax Protection:

1. The tax affairs of a company, or any claim if the **insured person** is self-employed, a sole-trader, or in a business partnership.
2. An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

#### What is not covered under Insured Incident 7, Jury Service and Court Attendance:

Any claim if the **insured person** is unable to prove their loss.

#### What is not covered under Insured Incident 8, Legal Defence:

1. Parking or obstruction offences.
2. The driving of a motor vehicle by an **insured person** for which the **insured person** does not have valid motor insurance.

#### What is not covered under this section:

1. A claim where the **insured person** has failed to notify **us** of the Insured Incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.
2. An incident or matter arising before the start of this section .
3. **Costs and expenses** incurred before **our** written acceptance of a claim.
4. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.
5. An Insured Incident intentionally brought about by an **insured person**.
6. A legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **appointed representative**.
7. A claim relating to an **insured person's** alleged dishonesty or alleged violent behaviour.
8. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
9. A dispute with **us** and/or Covea Insurance plc not otherwise dealt with under Condition 8 of this section.
10. **Costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
11. **Costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident enquiry.
12. Any claim where an **insured person** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.
13. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

## Section 5 - Family Legal Protection

### Conditions applicable to this Section

1. An **insured person** must:
  - a) keep to the terms and conditions of this section;
  - b) try to prevent anything happening that may cause a claim;
  - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
  - d) send everything **we** ask for, in writing;
  - e) give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.
2. **Legal representation**
  - a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as the **insured person's appointed representative** to deal with their claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.
  - b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of the claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
  - c) If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **we** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.
  - d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
3.
  - a) An **insured person** must tell **us** if anyone offers to settle a claim. The **insured person** must not negotiate or agree to a settlement without **our** written consent.
  - b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
  - c) **We** may decide to pay the **insured person** a reasonable value of the **insured person's** claim instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any of their claims. The **insured person** must allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.
  - d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.
4.
  - a) An **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
  - b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.
5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
6. If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses** **we** have paid.
7. **We** may require the **insured person** to get, at their own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between the **insured person** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
8. If there is a disagreement between the **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.
9. **We** can cancel this section at any time as long as **we** tell **you** at least 14 days beforehand. **You** can cancel this section at any time as long as **you** tell **us** at least 14 days beforehand.

## Section 5 - Family Legal Protection

### Conditions applicable to this Section

10. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
11. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise the law of England and Wales will apply. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

### How to make a claim

Once **you** have sent **us** the details of **your** claim and **we** have accepted it, **we** will start to resolve **your** legal problem.

To make a claim under this section, please phone **us** on **0330 134 8164**. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims handling teams and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to **our** Claims Department at the following address:  
Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Claims can also be e-mailed to [NewClaims@das.co.uk](mailto:NewClaims@das.co.uk)

Claims are usually handled by a representative appointed by **us**, but sometimes **we** deal with them ourselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

#### When we cannot help

Please do not ask for help from a solicitor, accountant or anyone else before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** do accept the claim.

### Complaints

**We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below. Or **you** can phone **us** on **0117 934 0066** or email **us** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Details of **our** internal complaint-handling procedures are available on request.

#### Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.  
Registered in England and Wales, number 103274.  
DAS has its website at [www.das.co.uk](http://www.das.co.uk)

If **you** are still not happy, **you** can contact the Insurance Division of the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR.  
They can also be contacted by telephone on **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones).

Their website is at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

They can also be contacted by email at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using this service does not affect **your** right to take legal action.

## Section 6 - Sterling Executive yellowtag™

**Your** Sterling Executive yellowtag™ pack is enclosed with this policy.

**Important - you will need to activate your free yellowtags by following the instructions contained in the pack.**

When activated, **your** yellowtag™ will remain operative for the lifetime of this policy, unless **you** inform **us** that this is no longer required.

This will help to retrieve **your** luggage, passports, keys and personal possessions if lost.

yellowtag™ is a unique and innovative retrieval service that, without revealing **your** personal details, lets the finder contact **you** anywhere in the world immediately **your** lost property is found.

Each yellowtag™ has its own unique, anonymous email address that is allocated to **you** when **you** activate **your** tag. If **you** lose something the finder simply emails the address shown on the tag. The message is passed on immediately to **your** usual email address and also sent as a text message to **your** mobile phone. If **you** choose, the message will also be sent to a second email address or a designated second mobile number.

If **you** do not have **your** mobile with **you** and **you** are not able to access **your** email, a copy of the message is kept on yellowtag's™ secure website that only **you** can access.



# Section 7 - Executive Road Rescue

This Section is administered by ARAG plc under a binding authority agreement with Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference BO356KA233D12A000 or replacement thereof). BSL's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other insurers proportion or in respect of any other cover part of this policy.

Cover under this section is underwritten by Brit Syndicate 2987 at Lloyd's and managed on their behalf by ARAG plc. The breakdown assistance service is provided by **Call Assist** Limited.

### Introducing ARAG Motor Assistance Solutions

This section of the policy sets out the agreement between **you** and ARAG plc. Please read it carefully to familiarise yourself with the terms and conditions. If **you** are unsure about anything **you** have read please contact **your** professional adviser or Covea Insurance plc.

### About ARAG plc and the Insurer

ARAG plc is a specialist legal expenses and assistance insurance provider. **We** are authorised to administer this insurance on behalf of the **insurer**: Brit Syndicate 2987 at Lloyd's (written under unique market reference BO356KA233D12A000 or replacement thereof) managed by Brit Syndicates Limited.

ARAG plc registered office is at 9 Whiteladies Road, Clifton, Bristol BS8 1NN. **We** are registered in England number 02585818. Find out more about **us** at [www.arag.co.uk](http://www.arag.co.uk). Brit Syndicates Limited is registered in England and Wales, number 00824611 and has its registered office at 55 Bishopsgate, London EC2N 3AS.

### About Call Assist Limited

**Call Assist** Limited are specialists in providing vehicle breakdown assistance throughout the UK and Europe and are ARAG's partner of choice, promising **you** an excellent rescue service if **you** need to make a claim under this policy. **Call Assist** will reach **you** quickly by working with a network of recovery agents.

**Call Assist** Limited's registered company number is 3668383 and their registered office is at Axis Court, North Station Road, Colchester, Essex CO1 1UX.

ARAG plc, Brit Syndicates Limited, and **Call Assist** Limited, are authorised and regulated by the Financial Conduct Authority under registration numbers 452369, 204930 and 304838 respectively. FCA registration can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

## Definitions

Wherever the following words or expressions appear in this Executive Road Rescue section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

<b>accident</b>	a collision immediately rendering the <b>vehicle</b> immobile or unsafe to drive
<b>breakdown</b>	an electrical or mechanical failure, flat battery or puncture which immediately renders the <b>vehicle</b> immobilised
<b>Call Assist</b>	<b>Call Assist</b> Limited, the service provider under this section of the policy
<b>insurer</b>	Brit Syndicate 2987 at Lloyd's (written under unique market reference BO356KA233D12A000 or replacement thereof) managed by Brit Syndicates Limited
<b>recovery operator</b>	the <b>recovery operator</b> appointed by <b>Call Assist</b> to rescue <b>you</b>
<b>suitable garage</b>	any appropriately qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken
<b>territorial limits</b>	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and Isle of Man, the Republic of Ireland, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Luxembourg, the Netherlands, Norway, Portugal, Spain, Sweden and Switzerland
<b>vehicle</b>	a motor vehicle being driven by <b>you</b> , weighing up to 3,500 kg (3.5 tonnes) which is no more than <ul style="list-style-type: none"> <li>- 5.18 metres (17 feet) long,</li> <li>- 1.905 metres (6 feet 3 inches) wide,</li> <li>- 2.44 metres (8 feet) high, or</li> <li>- 20 years old unless otherwise agreed</li> </ul> including an attached caravan/trailer which is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length
<b>we, us, our</b>	ARAG plc
<b>you, your</b>	<ul style="list-style-type: none"> <li>- the person or persons named in the <b>schedule</b> as the insured or their spouse or partner, who may be legally driving the <b>vehicle</b>, and</li> <li>- an additional driver who is named in the <b>schedule</b> for whom an additional premium has been paid.</li> </ul>

## Section 7 - Executive Road Rescue

### What to do if your vehicle breaks down

If the **vehicle** breaks down contact the Helpline at the Call Assist 24 hour Control Centre on: **0800 454752**

If **you** are unable to make a connection or if **you** are calling from Europe, telephone on **+44(0) 1206 771771**.

Please have the following information ready as it will be needed to check **your** policy cover:

1. **Your** policy number, postcode and surname
2. **Your** return telephone number with area code (if appropriate)
3. The **vehicle** registration number
4. The precise location of the **vehicle** (or as accurate as **you** are able in the circumstances)
5. Tell **Call Assist** if the **vehicle** is fitted with alloy wheels.

**Call Assist** will take **your** details and ask **you** to stay by the 'phone **you** are calling from. Once arrangements have been made to rescue **you** **Call Assist** will contact **you** to advise who will be coming out and how long they are expected to take. **Your** mobile phone must therefore be switched on and available to take calls at all times. To help **Call Assist** to provide a quality service, **your** telephone calls may be recorded.

Stay safe but remain with or near to the **vehicle** until the **recovery operator** arrives. Once the **recovery operator** arrives at the scene please be guided by their safety advice.

If the **vehicle** has broken down on a motorway and **you** have no means of contacting **Call Assist** or are unaware of **your** location, **you** should use the nearest SOS box and advise the police of **Call Assist**'s telephone number; they will contact **Call Assist** to arrange assistance. If the police are present at the scene please advise them that **you** have contacted **Call Assist** or give them **Call Assist**'s telephone number to make contact on **your** behalf.

### What you are covered for:

If the **vehicle** suffers a **breakdown** within the **territorial limits** and during the **period of insurance**, **Call Assist** will rescue **you** in accordance with the terms, conditions and exclusions of this section including Home Assist and the **insurer** will pay any costs incurred up to £25,000 for all claims in any one year.

#### 1. Roadside Assistance & Recovery & Home Assist

**Call Assist** will send help to the scene of the **vehicle breakdown** and the **insurer** will cover the cost of call out fees and mileage charges needed to repair at the roadside or recover the **vehicle**.

If, in the opinion of **Call Assist**'s **recovery operator**, it is not possible to repair the **vehicle** within one hour at the roadside

- **Call Assist** will arrange for the **vehicle**, **you** and up to 6 passengers to be recovered to the nearest **suitable garage** able to undertake the repair, or
- If the above is not possible at the time or the repair cannot be made within the same working day, **Call Assist** will arrange for the **vehicle**, **you** and up to 6 passengers to be transported to **your home** or single intended destination within the **territorial limits** whichever is nearer.

The **insurer** will pay the reasonable cost of assistance provided that the recovery is made at the same time as the initial callout otherwise **you** will have to pay for subsequent callout charges.

If the **vehicle** requires recovery, **you** must immediately inform **Call Assist** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to that address, the **vehicle** will be left at **your** own risk.

#### 2. Alternative Travel

If the **vehicle** cannot be recovered and or repaired locally within the same working day or a period agreed between **you** and **Call Assist** the **insurer** will pay

- up to £100 towards the cost of alternative transport, or
- for the hire of a car at group 1 rate, and
- for a single standard rail or air ticket for one person to return and collect the **vehicle** if it is being repaired at least 20 miles away from **your home**.

## Section 7 - Executive Road Rescue

### 3. Emergency Overnight Accommodation

If the scene of the **vehicle breakdown** is more than 20 miles from **your home** or destination and **your vehicle** can be repaired the following day, **Call Assist** will decide the best way of assisting **you** and will provide overnight accommodation. The **insurer** will pay up to £120 for a lone traveller or £80 per person for one night for **you** and up to 6 passengers. The most the **insurer** will pay for Emergency Overnight Accommodation for one **breakdown** is £560.

### 4. Illness or Injury

If **you** or a member of **your family** started a journey as the only person legally and physically capable of driving the **vehicle** and **you** or that other member of **your family** cannot complete the journey because of

1. an illness, or
2. an injury, or
3. shock or distress caused by an assault or mugging,

which has occurred during the **period of insurance** and within the **territorial limits**, the **insurer** will pay, up to the limit of cover:

- the cost of alternative road or rail transport for **you** or the relevant member of **your family** to one destination within the **territorial limits**, and
- the cost of a return journey for one person to collect the **vehicle**.

### Conditions of service

The assistance described in 2. Alternative Travel, 3. Emergency Overnight Accommodation and 4. Illness or Injury will be offered on a pay/claim basis, which means that **you** must pay initially and **Call Assist** will send **you** a claim form to complete and return with **your** receipts or invoices for reimbursement.

### 5. Message Service

At **your** request **Call Assist** can pass on two messages to **your home** or place of work to let others know of **your vehicle breakdown**.

### 6. Keys

If **you** lose or break the keys to the **vehicle** while away from **home** and are unable to obtain a spare set the **insurer** will pay the call out fee and mileage charges to a place where the **vehicle** can be stored securely, or **your home** if it is nearer. All other costs incurred, including any specialist equipment needed to move the **vehicle**, will be at **your** expense.

### What you are not covered for:

If **your** claim is not covered under the terms of this policy, for example where **you** have more than six passengers, **Call Assist** can still help. All costs (including an administration fee) must be paid for immediately by credit or debit card. If **you** wish to use this service please call the Road Rescue Helpline number and request the "pay on use service".

This insurance does not cover the following: -

1. the cost of
  - any parts, components or materials used to repair the **vehicle**
  - labour other than up to one hour labour at the scene
  - draining or removing contaminated fuel (but the cost of recovery of the **vehicle** is covered)
  - the use of winching or other specialist equipment
  - additional charges incurred as a result of any aftermarket modification to the **vehicle**
  - **vehicle** storage, expenses or charges of any other company (including police recovery) not authorised by **Call Assist**, or where **you** arrange for recovery or repairs by other means
  - fuel, oil or insurance for a hire vehicle
  - ferry and toll charges outside of mainland Great Britain and Northern Ireland other than for a single journey for one person to collect the **vehicle**
2. **your** failure to comply with requests by **Call Assist** or their **recovery operators** concerning the assistance being provided
3. subsequent call outs for any symptoms related to a claim which has been made within the last 28 days, unless the **vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by **Call Assist**'s recovery agent or is in transit to a pre-booked appointment at a **suitable garage**
4. **breakdown** caused by failure to maintain the **vehicle** in a roadworthy condition including maintenance or proper levels of oil and water or carrying sufficient fuel for **your** journey

## Section 7 - Executive Road Rescue

### What you are not covered for:

5. more than six call outs in the same **period of insurance**
6. where assistance is not possible because the **vehicle** does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels
7. a request for service if the **vehicle** cannot be reached or is immobilised due to snow, mud, sand or flood or where the **vehicle** is not accessible or cannot be transported safely and legally using a standard transporter
8. the **vehicle** is being used for motor racing, rallies (except for classic car events), rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities
9. overloading of the **vehicle** or carrying more passengers than it is designed to carry
10. damage to the **vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided
11. a **vehicle** that is not secure or has faults with electric windows, sun roofs or locks, unless the fault occurs during the course of a journey and **your** safety is compromised
12. a **vehicle** that is deemed to be illegal, not displaying a current tax disc, without a valid MoT certificate, uninsured, unroadworthy or dangerous to transport
13. a request for service following any intentional or wilful damage caused by **you** to the **vehicle**
14. assistance following an **accident**, theft, or vandalism where **your** motor insurance policy will otherwise cover **you**
15.
  - a) ionising radiations or contamination by or from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
  - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon **you**.

### Special Conditions

The **insurer** will only provide cover if: -

- a) **you** have met all the terms and conditions within this insurance
- b) the information provided to **us** and/or **Call Assist**, as far as **you** are aware, is correct.

#### 1. Your Responsibilities

- (a) **You** must remain with or nearby the **vehicle** until help arrives.
- (b) **You** must advise **Call Assist** when **you** phone for assistance if the **vehicle** is fitted with alloy wheels. If **Call Assist** is not advised and is unable to provide the service promptly or efficiently through the **recovery operator** who will be assisting **you**, **you** will be charged for any additional costs incurred.
- (c) If the **vehicle** cannot be repaired at the roadside, **you** must accept the assistance being provided
  - where the **vehicle** is recovered to a **suitable garage** and it can be repaired **you** must have adequate funds available to pay for the repair including replacement parts
  - where a repair is not possible the same working day and it becomes necessary to make alternative transport arrangements **you** must have adequate funds available to pay for alternative transport or overnight accommodation costs.If **you** do not have such funds available, any further service related to the claim will be denied.
- (d) Repairs undertaken at a **suitable garage** are provided under a separate contract, which is between **you** and the **suitable garage**.

#### 2. Our Rights

- (a) If **you** cancel a call out and a **recovery operator** has already been dispatched, **you** will lose a call out from **your** policy. **We** recommend that **you** wait for assistance to ensure the **vehicle** is functioning correctly. If **you** do not wait for assistance and the **vehicle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent call outs.
- (b) **Call Assist** will refuse to provide the service if **you** or **your** passengers are being obstructive in allowing them to provide the most appropriate assistance or are abusive to the Rescue Controller or **recovery operators**.
- (c) If **you** use the service and the fault is subsequently found not to be covered by this section, **we** reserve the right to reclaim any costs that have been incurred from **you**.
- (d) If the **vehicle** is beyond economical repair **we** have the right to offer the market value of the **vehicle** to **you** and pay for alternative transport **home** or to **your** intended destination if this is nearer.
- (e) **Call Assist** reserve the right to recover **your** immobilised **vehicle** in accordance with and subject to any legislation, which affects drivers' working hours.
- (f) The transportation of livestock (including dogs) will be at the discretion of the **recovery operator**. Alternative transport can be arranged but **you** will need to pay for this service immediately by credit or debit card.
- (g) **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.

## Section 7 - Executive Road Rescue

### Special Conditions

#### 3. Arbitration

If **you** are dissatisfied with the response **you** receive to **your** request for assistance under this section of the policy **you** can make a complaint as described below.

#### 4. Acts of Parliament & Jurisdiction

All Acts of Parliament within this section of the policy shall include any subsequent amendment or replacement legislation. This policy will be governed by English Law.

#### 5. Data Protection Act

It is agreed by **you** that any information provided to **us**, **Call Assist** &/or the **insurer** regarding **you** will be processed by **us** &/or the **insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

#### 6. Contracts (Rights of Third Parties) Act 1999

Except for **Call Assist** a person who is not party to this contract has no right to enforce the terms and conditions under this section of the policy under the Contracts (Rights of Third Parties) Act 1999.

### What happens if you have a complaint?

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact **Call Assist** using the number **you** rang to report **your** claim. If in the course of speaking with **Call Assist** it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to **our** Customer Relations Department. **We** will arrange to have it reviewed at the appropriate level. **We** will also contact **you** to let **you** know that **we** are reviewing **your** complaint.

Alternatively, **you** can contact **our** Customer Relations Department directly; **we** can be reached in the following ways:

Write to: ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Email: customerrelations@arag.co.uk

Phone: 0344 472 2938 (hours of operation are 9am-5pm, Monday to Friday excluding bank holidays, for **our** mutual protection and **our** training purposes, calls may be recorded).

Should **you** remain dissatisfied **you** may be entitled to pursue **your** complaint further with Lloyd's. They can be reached in the following ways:

Write to Policyholder & Market Assistance, Market Services, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN

Email: complaints@lloyds.com

Phone: 0207 327 5693, Fax: 0207 327 5225

If Lloyd's is not able to resolve the complaint to **your** satisfaction then **you** may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

Write to: Financial Ombudsman Service, Exchange Tower, Exchange Square, London, E14 9SR

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

Phone: 0800 023 4567 or 0300 123 9 123

The FOS's decision is binding upon the **insurer**, but **you** are free to reject it without affecting **your** legal rights.

### What happens if the insurer cannot meet its liabilities?

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation of 90% of the cost of **your** claim in the unlikely event that the **insurer** cannot pay it. Further information about compensation scheme arrangements is available from the FSCS website; [www.fscs.org.uk](http://www.fscs.org.uk).

## **ENVIRONMENTAL IMPACT**

Covéa Insurance takes a close and responsible interest in the environmental impact of its operations. Due to the nature of our business, we do not have a major impact on the environment. We none the less recognise the value of taking a proactive approach to environmental management. Key measurements of environmental impacts focus on the areas of recycling and energy conservation.

### **RECYCLING**

At all our offices, we endeavour to recycle existing materials wherever possible.

We have developed more effective waste management policies and have effective recycling policies for glass, paper, cardboard and print cartridges across all our sites.

### **ENERGY**

Our computers, printers and photocopiers all operate on power save and only bio-degradable detergents are used throughout the cleaning of our buildings. Our email messages contain a “green” message encouraging recipients to think about the environment prior to print. We aim to run our premises at the optimum temperature (typically 20 degrees) to conserve energy and hand dryers are encouraged instead of paper towels to ensure that we minimise paper wastage.

Taking a responsible approach to social and environmental issues remains crucial to our business performance and its future success. Covéa Insurance as a business will continue to behave ethically and contribute to the environment while improving the quality of life of the workforce and their families as well as that of the local community and society at large.



**Covea Insurance plc**

Covea Insurance plc is a public limited company incorporated in England and Wales, registered number 613259. Its registered office is at Norman Place, Reading RG1 8DA. It is authorised by the Prudential Regulation Authority and regulated by Financial Conduct Authority and Prudential Regulation Authority registration number 202277.