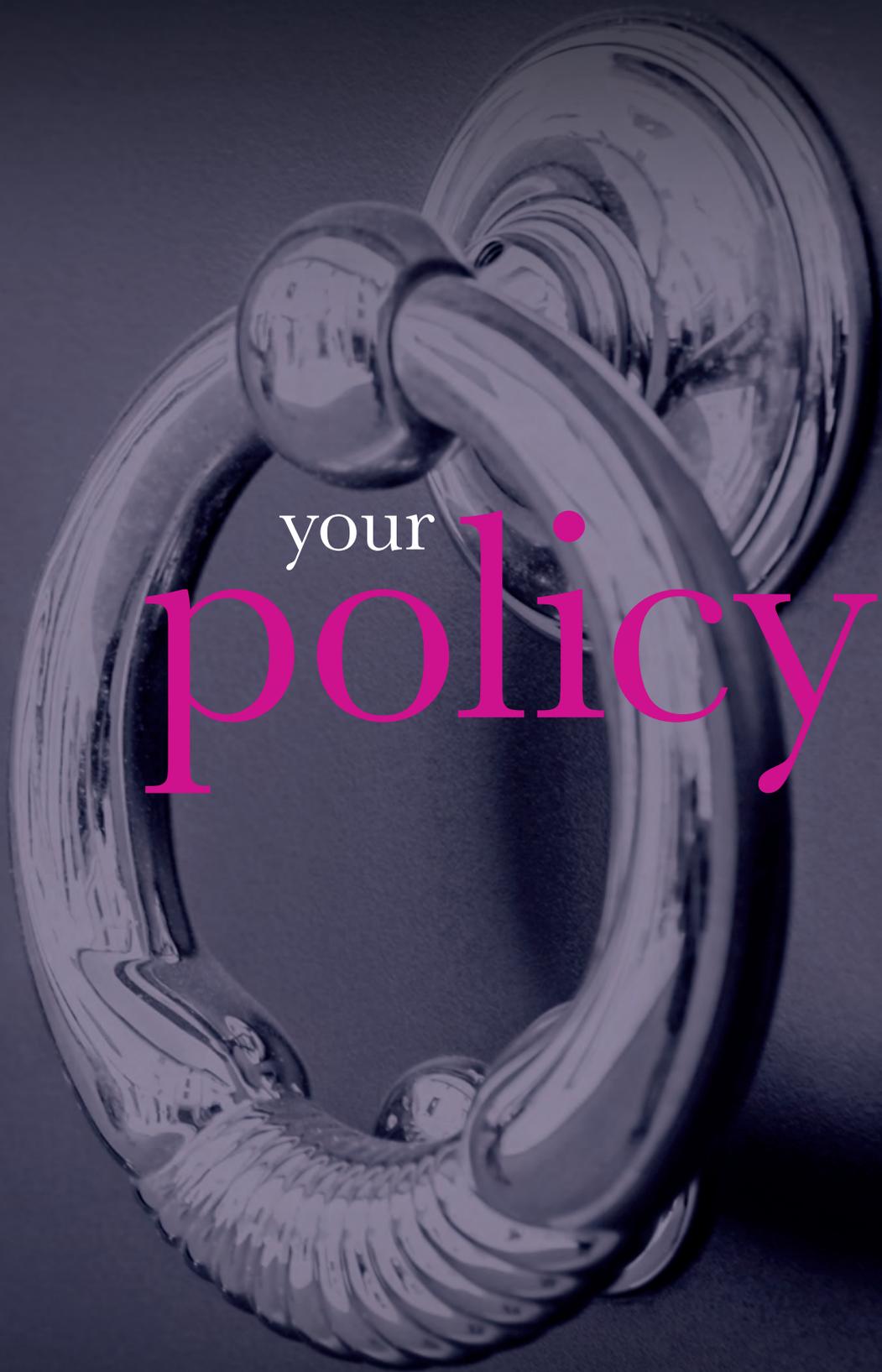


Beazley | Home Insurance



your
policy

beazley

beautifully
designed
insurance

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Emergency assistance and key contact details

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

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

Claim notification line

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

Legal and identity fraud advice line

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

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

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

Please read Section 7 for full details and associated terms and conditions relating to Family legal costs, identity fraud protection and personal cyber support insurance.

Lifestyle counselling helpline

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

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

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

Cyber support helpline

You can use the helpline service to discuss any cyber support problem occurring under the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover, arising during the period of this policy.

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

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

Domestic emergency

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

welcome

Dear homeowner,

It is my pleasure to enclose your home insurance policy.

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

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

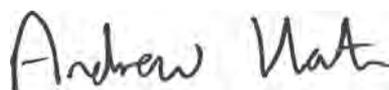
Beazley syndicates 2623 & 623 underwrite this homeowners policy. All Lloyd's syndicates are rated 'A' by A.M. Best who credit rate the insurance industry.

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

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

Thank you for insuring with Beazley.

Yours sincerely,

A handwritten signature in black ink that reads "Andrew Horton". The signature is written in a cursive, slightly slanted style.

Andrew Horton

Chief executive officer
Beazley Group

your contract of insurance

Your policy

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

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

The insurance cover under Section 7 is managed by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

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

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

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

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

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

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

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

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

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

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

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

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

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

Changes we need to know about

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

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

Period of insurance

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

Cooling off period

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

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

whichever is the later.

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

Cancellation outside the cooling off period

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

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

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

Complaints

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

Sections 1 to 6

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

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints team at Lloyd's. The contact details are:

Complaints, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693; Fax: 020 7327 5225; Email: complaints@lloyds.com

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

Sections 7 and 8

If **you** have any questions or concerns regarding either the family legal costs, identity fraud protection and personal cyber support insurance or the domestic emergency insurance, please refer to Section 7 or 8 for guidance and contact information as appropriate.

Financial ombudsman service

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a period of eight weeks from making **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email: complaint.info@financial-ombudsman.org.uk

Making a complaint does not affect **your** right to take legal action.

Compensation

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

Law and jurisdiction applicable to the insurance

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

Definitions relating to Sections 1 to 6

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

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

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

General conditions applicable to Sections 1 to 6 of this insurance

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

Your duties

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

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

3. **You** must tell **your broker** before you start any conversions, extensions, renovations or other structural work to the **buildings** where the estimated cost of the work is £100,000 or greater. **Your broker** must be informed at least 30 days before the work starts and before **you** enter into any written contract for the works. **You** do not have to tell **us** if the work is for redecoration only.

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

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

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

Proof of value and ownership

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

Adequacy of sum insured

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

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

Reinstatement

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

Beazley plc data protection notice – Your personal information notice

We collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations. This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need your consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

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

Other people's details you provide to us

Where **you** provide **us** or **your** agent or broker with details about other people, **you** must ask them to read this notice.

Want more details?

For more information about how **we** use **your** personal information please see our full privacy notice, which is available online on our website or in other formats on request.

Contacting us and your rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of our full privacy notice, please contact our Data Protection Officer: The Data Protection Officer, Beazley Plc, Plantation Place South, 60 Great Tower Street, London EC3R 5AD. Email: DPO@beazley.com

Premium payment

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

Misrepresentation and/or non-disclosure

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

Careless misrepresentation in the context of a claim

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

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

Careless misrepresentation generally

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

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

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

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

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

- Treat this insurance as if it never existed;
- Decline all claims.

Change in circumstance

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

General exclusions applicable to Sections 1 to 6 of this insurance

a) Radioactive contamination and nuclear assemblies exclusion

We will not pay for:

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

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

- 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 nuclear component thereof.

b) War exclusion

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

c) Existing and deliberate damage

We will not pay for loss or damage:

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

d) Electronic data exclusion clause

We will not pay for:

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

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

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

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

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

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

f) Wear and tear, mechanical or electrical breakdown

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

g) Deception

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

h) Loss of profit

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

i) Pressure waves

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

j) Indirect loss or damage

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

k) Contract works

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

l) Sanctions

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

m) Biological and chemical contamination clause

We will not pay for:

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

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

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

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

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

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

n) Unoccupied homes

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

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

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

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

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

Sections 1 to 6

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

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

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

Your duties

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

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

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

How we deal with your claim

1. Defence of claims

We may:

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

2. Other insurance

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

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

3. Fraudulent claims

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

How to make a claim under Sections 7 and 8

Please refer to the guidance and procedures given under Section 7 – Family legal costs, identity fraud protection and personal cyber support insurance and Section 8 – Domestic emergency insurance, as appropriate.

Section 1 – Buildings

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

The cover

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

We will also provide cover for:

Specific limits and cover limitations

1. Alternative accommodation

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

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

Up to 3 years from the date of loss.

We will not pay for:

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

2. Loss of rent

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

Up to 3 years from the date of loss.

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

3. Trace and access cover

The costs incurred to find the source of escape of:

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

The maximum amount **we** will pay for any one claim occurring outside the **home** is £50,000.

4. Underground services

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

5. Increased water charges

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

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

We will not pay for:

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

6. The garden

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

Up to 10% of the **buildings sum insured** any one claim.

We will not pay for:

- More than £2,500 any one plant, tree or shrub
- Any costs relating to any undamaged part of the garden
- Any plants grown on a commercial basis.

7. Alterations to the home

The reasonable cost of alterations to the **home** made necessary due to an identifiable physical injury to **you** caused directly by a sudden and unforeseen accident during the **period of insurance**.

Up to £25,000 in any one claim.

We will not pay for:

- Alterations to the **home** following accidents to **domestic employees**.

Section 1 – Buildings continued

<p>8. Sale of the home The purchaser of your home will be entitled to the benefit of this section for the period from exchange of contracts or if in Scotland from the date you accept the offer of purchase until completion of the sale or expiry of the insurance, whichever is the sooner.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> • If the buildings are more specifically insured by the purchaser • Any claim under paragraphs numbered 1 to 8.
<p>9. New fixtures and fittings prior to installation Cover for loss or damage to new fixtures and fittings, fitted furniture and fitted appliances within the home which are waiting to be installed, as long as you let us know within 21 days of delivery.</p>	<p>Up to 10% of the buildings sum insured but no greater than £100,000 any one claim.</p> <p>We will not pay for:</p> <ul style="list-style-type: none"> • Any loss or damage caused while installing the fixtures and fittings; or • For property left in the open.
<p>10. Emergency access Cover for the cost of repairing your home following forcible entry by the emergency services arising as a consequence of a medical emergency.</p>	<p>Up to £5,000 any one claim.</p>
<p>11. Preventative measures If we have agreed to settle your claim for physical loss or damage caused by escape of water or flood, we will also pay towards the cost of a water leak detection and prevention system or flood prevention system intended to mitigate or prevent a future occurrence of the same cause. We will only do this if the covered loss we have agreed to pay is more than £25,000 and if we have given our approval to these preventative measures during the claims settlement process.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> • More than £5,000 any one claim.
<p>12. Removing nests We will pay for the removal of wasp or bees nests from your home. The policy excess will not apply to any claim made under this sub-section.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> • More than £500 any one claim.
<p>13. Return to home costs Reasonable and unexpected costs incurred by you in order for you to return to your home in the event of an insured claim under Section 1 and/or Section 2 that amounts to £50,000 or greater and/or where as a consequence of a permissible claim under this policy, the police and/or authorities, have mandated that you return to your home.</p>	<ul style="list-style-type: none"> • Up to £2,500 in any one period of insurance. • If you claim for such a loss under both Sections 1 and 2, we will not pay more than £1,250 in total under each section. • Subject to supporting documents evidencing the unforeseen costs incurred.
<p>14. Replacement locks The cost of replacing locks to external doors, safes and burglar alarms in your home following the loss or theft of your keys. The policy excess will not apply to any claim made for this sub-section.</p>	

Exclusions applying to Section 1

This insurance does not cover:

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

Section 1 – Buildings continued

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

What we the insurer will pay

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

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

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

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

We will not pay:

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

Excess

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

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

If a claim is more than £10,000 **we** will not take off any **excess** unless **you** have chosen to take a higher **excess** in exchange for a discounted premium or **we** have imposed a higher **excess**. This waiver does not apply to the subsidence **excess**.

Limit of settlement

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

Extended replacement

If **your buildings sum insured** has been based on a valuation carried out on **your home** within the last five years by an independent RICS qualified professional valuer or surveyor that has been seen and approved by **us** or if **we** have appointed a surveyor and they have visited **your home** to carry out a rebuild assessment and the amount insured reflects this valuation, **we** will pay up to 125% of the **sum insured**. This extension is subject to the **sum insured** having been index-linked continuously since the date of the valuation and that **you** have told **us** of any subsequent additions, alterations or improvements made to the **buildings** and the sum insured has been increased to reflect this work.

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

Index linking

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

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

Section 2 – Contents

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

The Cover

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

Specific limits and cover limitations

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

- a) **We** will pay up £5,000 for any one pedal cycle unless a higher limit has been agreed and **specified on your schedule**.
- b) **Valuables**, gold, silver and gold and silver-plated items no more than £10,000 any one claim.
- c) **Outdoor and garden property**
 - No more than £30,000 any one claim
 - No more than £10,000 any one claim for any quad bike, motor-cycle or, golf buggy
 - No more than £15,000 any one claim for trailers, non-motorised horsebox or ride-on lawn mower.
- d) **Business contents** no more than £30,000 any one claim.
- e) Deeds, registered bonds and personal documents no more than £10,000 any one claim, increasing to £20,000 if kept in a locked safe.
- f) Wine £25,000 any one claim but no more than £500 per bottle.
- g) **Watercraft** (including their furnishings, equipment and outboard motors) £7,500 any one claim.

We will also provide cover for:

Specific limits and cover limitations

1. Alternative accommodation

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

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

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

We will not pay for:

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

2. Loss of rent

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

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

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

3. Loss of oil

Loss of oil from domestic heating installations.

Up to £10,000 any one claim.

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

Section 2 – Contents continued

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

Section 2 – Contents continued

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

Section 2 – Contents continued

<p>16. Marquee cover We will insure a marquee and associated heating, lighting and furnishings that you temporarily hire and for which you are responsible, while it is at your home against physical loss or damage covered under Section 2 of this insurance.</p>	<p>Up to £30,000 any one claim.</p> <p>We will not pay: If there is any other more specific insurance in place.</p> <p>If you fail to comply with the manufacturers or owners written instructions.</p>
<p>17. Freezer contents The costs involved in replacing the contents of your freezer or refrigerator as a result of physical loss or damage covered under Section 2 of your policy. This cover is not subject to an excess.</p>	
<p>18. Hole in one cover We will pay £500 in the event you score a hole in one at an official golfing event.</p>	<p>The scorecard and certificate from the event's match secretary must be submitted to us within 14 days of the event.</p>
<p>19. Data replacement We will pay up to £5,000 for costs incurred in retrieving or reconstructing your personal or business data from your computers as a result of loss or damage covered under Section 2 of this insurance.</p>	
<p>20. Return to home costs Reasonable and unexpected costs incurred by you in order for you to return to your home in the event of an insured claim under Section 1 and/or Section 2 that amounts to £50,000 or greater and/or where as a consequence of a permissible claim under this policy, the police and/or authorities, have mandated that you return to your home.</p>	<ul style="list-style-type: none"> • Up to £2,500 in any one period of insurance. • If you claim for such a loss under both Sections 1 and 2, we will not pay more than £1,250 in total under each section. • Subject to supporting documents evidencing the unforeseen costs incurred.

Exclusions applying to Section 2

This insurance does not cover:

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

Section 2 – Contents continued

What we the insurer will pay

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

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

Provided that:

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

We will not pay:

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

Pairs and sets

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

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

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

Limit of settlement

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

Extended replacement

If, at the time of the loss or **damage**, the value of **your contents** has increased beyond the **sums insured** stated in **your schedule**, provided that **you** have had an independent walk through valuation carried out at **your home** within the last three years by a recognised professional valuer and the amount insured reflects this valuation, we will pay up to 125% of the **contents sum insured**. This extension is subject to the **sum insured** having been index-linked continuously since the date of the valuation and adjusted to reflect any subsequent additions to your **contents**.

If **you** have not already provided us with one, **you** will be asked to provide a copy of the valuation in the event of a claim. Where **you** are not able to provide such a valuation or it is more than three years old, **we** will pay up to the **sum insured** for **contents** stated on **your schedule**.

Excess

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

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

If a claim is more than £10,000 **we** will not take off any **excess** unless **you** have chosen to take a higher **excess** in exchange for a discounted premium or **we** have imposed a higher **excess**.

Index linking

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

Section 3 – Fine art and antiques

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

The cover

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

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

We will also provide cover for:

Specific limits and cover limitations

1. Fine art and antiques in storage

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

We will not pay for:

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

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

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

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

We will not pay for:

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

3. Fine art and antiques while being professionally removed

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

We will not pay for:

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

4. Temporary removal from bank or safe deposit

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

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

5. New acquisitions

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

Coverage is provided only if:

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

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

Section 3 – Fine art and antiques continued

6. Seasonal increases/gifts

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

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

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

7. Death of artist

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

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

Coverage is granted only on the basis that:

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

8. Defective title

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

Up to the amount **you** paid for it or the **sum insured** shown in the **schedule** if this is less, but not exceeding £100,000 in all during the **period of insurance**.

Coverage is granted only on the basis that:

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

What we the insurer will pay

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

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

Pairs and sets

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

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

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

Limit of settlement**Specified items**

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

In the event of loss or damage to a **specified** item, pair or set for which you have supplied a valuation to **us** or **your** insurance broker and from which the **specified sum insured** has been based, we will pay up to 125% of the **sum insured** shown on **your schedule** to repair, replace or renovate the item, pair or set provided that the valuation is from an independent professional valuer and it is no more than three years old at the time of loss or damage. Provided also that the **specified** value has been maintained by **you** since the date of the valuation to represent the full replacement cost, including any re-evaluations updates or additions.

Unspecified items

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

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

Section 3 – Fine art and antiques continued

Excess

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

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

If a claim is more than £10,000 **we** will not take off any **excess** unless **you** have chosen to take a higher **excess** in exchange for a discounted premium or **we** have imposed a higher **excess**.

Exclusions applying to Section 3

This insurance does not cover:

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

Section 4 – Valuables

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

The Cover

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

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

We will also provide cover for:

Specific limits and cover limitations

1. Temporary removal from bank or safe deposit

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

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

2. New acquisitions

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

Coverage is provided only if:

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

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

3. Seasonal increases/gifts

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

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

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

What we the insurer will pay

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

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

Pairs and sets

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

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

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

Section 4 – Valuables continued

Limit of settlement

Specified items

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

In the event of loss or damage to a **specified** item, pair or set for which you have supplied a valuation to **us** or **your** insurance broker and from which the **specified sum insured** has been based, we will pay up to 125% of the **sum insured** shown on **your schedule** to repair, replace or renovate the item, pair or set provided that the valuation is from an independent professional valuer and it is no more than three years old at the time of loss or damage. Provided also that the **specified** value has been maintained by **you** since the date of the valuation to represent the full replacement cost, including any re-evaluations updates or additions.

Unspecified items

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

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

Excess

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

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

If a claim is more than £10,000 **we** will not take off any **excess** unless **you** have chosen to take a higher **excess** in exchange for a discounted premium or **we** have imposed a higher **excess**.

Exclusions applying to Section 4

This insurance does not cover:

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

Section 5 – Legal liability to the public

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

Specific limits and cover limitations

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

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

or

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

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

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

Additional coverage

Defective premises

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

Excluding:

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

Unrecovered damages

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

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

Excluding:

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

Section 5 – Legal liability to the public continued

Exclusions to Section 5 – Legal liability to the public

The following exclusions apply to the entirety of Section 5.

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

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

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

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

Section 6 – Legal liability to domestic employees

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

The Cover

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

Specific limits and cover limitations

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

Exclusions to Section 6

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

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

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

Section 7 – Family legal costs, identity fraud protection and personal cyber support insurance

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

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

Assistance helpline and legal services

Legal and tax helpline

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

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

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

Lifestyle counselling helpline

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

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

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

Cyber support helpline

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

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

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

Additional legal services

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

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

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

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

Arc legal document service

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

This will provide **you** with:

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

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

Section 7 – Family legal costs, identity fraud protection and personal cyber support insurance continued

Terms of cover

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

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

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

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

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

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

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

and

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

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

Important conditions

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

Prospects of success

(Applicable to all sections except crisis response & incident management, restoration & credit monitoring)

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **your** interests.

The assessment of **your** claim and the prospects of its success will be carried out by an independent **adviser**. If the **adviser** determines that there is not more than a 50% chance of success then **we** may decline or discontinue support for **your** case.

Proportional costs

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

Duty of disclosure

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

Suspension of cover

If **you** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **insurer** will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

Section 7 – Family legal costs, identity fraud protection and personal cyber support insurance continued

Definitions

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

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

Adviser	Our specialist panel solicitors or accountants or their agents appointed by us to act for you , or, and subject to our agreement, where it is necessary to start court proceedings or a conflict of interest arises, another legal representative nominated by you .
Advisers' costs	Legal or accountancy fees and disbursements incurred by the adviser .
Adverse costs	Third party legal costs awarded against you which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.
Attendance expenses	Means the actual loss of earnings by you or any domestic employee for the period of absence from work to attend at any court or tribunal hearing either: <ul style="list-style-type: none"> a) As a witness on your behalf and at the request of the adviser in respect of a matter involving a valid claim under this insurance b) As a party to the proceedings and at the request of the adviser in respect of a matter involving a valid claim under this insurance c) While attending jury service. <ul style="list-style-type: none"> For each half or full day of such attendance and shall be calculated on the basis that: <ul style="list-style-type: none"> i) The period of absence from work shall be calculated to the nearest half day, taking an eight hour day to be a whole day for this purpose and the maximum period for which a claim can be made in respect of any one day. ii) The maximum payable in respect of one eight hour period shall be £100 per person.
Computer	A personal computer that you own, use or control, that is permanently kept within your main residence
Computer virus	A program or piece of code which is often capable of copying itself and which causes damage to systems or data .
Conditional fee agreement	An agreement between you and the adviser or between us and the adviser which sets out the terms under which the adviser will charge you or us for their own fees.
Conflict of interest	Situations where we administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Contract of employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
Costs	Standard advisers' costs and adverse costs .
Credit monitoring facility	A provider of services which periodically reviews an individual's or an organisation's credit reports for accuracy and changes, tracking potentially fraudulent activity.
Cyberattack	<ul style="list-style-type: none"> a) Malicious deletion, corruption, unauthorised access to, or theft of data b) Damage or disruption caused by a computer virus, hacking or denial of service attack; affecting your home systems.
Data	<ul style="list-style-type: none"> a) In relation to a cyberattack: facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by home systems, but not including software and programs b) In relation to this policy outside of a cyberattack: data as defined by data protection legislation.
Data protection legislation	The relevant data protection legislation in force within the territorial limits at the time of the insured event .
Disclosure breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
Domestic employee	A person who is employed to carry out domestic duties in your household.
Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment .
Electronic devices	Any personal computing or personal electronic device that connects to the internet or to other electronic devices and any associated data , software and programs.
Excess	The amount that you must pay towards the cost of any claim as stated below: <p>Property infringement section: £200</p> <p>All other sections: Nil</p> <p>The excess shall be paid to and at the request of the adviser.</p>

Section 7 – Family legal costs, identity fraud protection and personal cyber support insurance continued

HM Revenue and Customs full enquiry	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of your PAYE income or gains.
Home	<p>Service Occupancy: Any property which you own and have employees residing in.</p> <p>All other sections: Your home</p>
Identity fraud	A person or group of persons knowingly using a means of identification belonging to you without your knowledge or permission with intent to commit or assist another to commit an illegal act.
Insured event	<p>The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured event shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.</p> <p>In employment disputes the Insured Event will be the receipt of an ET1 Employment Tribunal Claim Form.</p> <p>In a claim arising from identity fraud the insured event is a single act or the start of a series of single acts against you by one person or group of people.</p> <p>In accountancy matters the insured event arises on the date that you or your adviser are contacted either verbally or in writing, by the relevant department of HMRC advising you of either dissatisfaction with your returns, or amounts paid, or notice of intention to investigate.</p> <p>For the purposes of the maximum amount payable, only one insured event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.</p>
Insured period	One year from the inception or renewal date shown on your insurance schedule.
Insured property	The property or properties shown in the insurance schedule and declared to insurers .
Insurer	AmTrust Europe Limited.
Legal action(s)	<ul style="list-style-type: none"> • The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance • The defence of criminal prosecutions to do with your employment • The defence of motor prosecutions.
Legal helpline	The service provided by our panel solicitors on our behalf which enables you to obtain advice on any matter which may give rise to a claim under this insurance.
Maximum amount payable	<p>The maximum payable in respect of an insured event is stated below:</p> <p>Jury service: £5,000</p> <p>Identity fraud: £15,000</p> <p>Personal injury: Where the insured event occurs in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands £100,000</p> <p>Personal injury: Where the insured event occurs in the rest of the World £25,000</p> <p>All other sections: £150,000</p> <p>Crisis response & incident management, restoration, credit monitoring and social media defamation: £25,000</p>
Ransomware	A system attack which allows a hacker to infiltrate your electronic device(s) , encrypt your data , and demand payment of a ransom in exchange for decryption of your files.
Standard advisers' costs	The level of advisers' costs that would normally be incurred in using a specialist panel solicitor or their agents.
Territorial limits	<p>Personal injury, social media defamation, personal identity fraud, crisis response & incident management, restoration and credit monitoring sections of cover: Worldwide</p> <p>For the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover, be aware that while the cyberattack can occur from anywhere in the world, you and your electronic device(s) must be in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands when the cyberattack occurs.</p> <p>Consumer pursuit and consumer defence: Great Britain, Northern Ireland, The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>All other sections: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.</p>
We/us/our	Arc Legal Assistance Limited.
You/your/yourself	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to us by your insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to your family members resident with you . If you die your personal representatives will be covered to pursue or defend cases covered by this insurance on your behalf that arose prior to or out of your death.

Section 7 – Family legal costs, identity fraud protection and personal cyber support insurance continued

Cover

Consumer pursuit

What is insured:

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

What is not insured:

Claims

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

Consumer defence

What is insured:

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

What is not insured:

Claims

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

Personal injury

What is insured:

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

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

Section 7 – Family legal costs, identity fraud protection and personal cyber support insurance continued

What is not insured:

Claims

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

Clinical negligence

What is insured:

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

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

What is not insured:

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

Employment disputes

What is insured:

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

What is not insured:

Claims

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

Property infringement

What is insured:

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

Section 7 – Family legal costs, identity fraud protection and personal cyber support insurance continued

What is not insured:

Claims

- a) Where the nuisance or trespass started within the first 180 days after **you** first purchased this insurance unless **you** have held equivalent cover with **us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- c) For adverse possession
- d) In respect of a contract **you** have entered into
- e) Directly or indirectly arising from planning law
- f) Directly or indirectly arising from constructing buildings or altering their structure for **your** use
- g) Directly or indirectly arising from:
 - i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
 - ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
 - iii) Land slip meaning downward movement of sloping ground
 - iv) Mining or quarrying.

Property damage

What is insured:

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

What is not insured:

Claims

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

Property sale and purchase

What is insured:

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

What is not insured:

Claims

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

Section 7 – Family legal costs, identity fraud protection and personal cyber support insurance continued

Motor prosecution defence

What is insured:

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

What is not insured:

Claims

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

Tax

What is insured:

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

This cover applies only if you have:

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

What is not insured:

Claims

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

Personal identity fraud

What is insured:

Costs arising from identity fraud:

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

What is not insured:

Claims

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

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

Section 7 – Family legal costs, identity fraud protection and personal cyber support insurance continued

Jury service

What is insured:

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

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

Legal defence

What is insured:

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

What is not insured:

Claims

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

Tenancy dispute

What is insured:

Costs to pursue a legal action:-

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

We will provide this cover as long as:-

The eviction happens within the **insured period** and within the **territorial limits**.

What is not insured:

Claims

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

Service occupancy

What is insured:

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

What is not insured:

Claims to defend **your** legal rights other than to defend a counter-claim.

Section 7 – Family legal costs, identity fraud protection and personal cyber support insurance continued

Social media defamation

What is insured:

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

What is not insured:

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

Crisis response & incident management

What is insured:

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

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

Restoration

What is insured:

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

Credit monitoring

What is insured:

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

General exclusions

1. There is no cover where:

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

2. There is no cover for:

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against **your** insurance advisor, the **insurer**, the **adviser** or **us**
- c) Any claim **you** make which is false or fraudulent or exaggerated
- d) Defending **legal actions** arising from anything **you** did deliberately or recklessly

Section 7 – Family legal costs, identity fraud protection and personal cyber support insurance continued

- e) Costs if **you** claim is part of a class action or will be affected by or will affect the outcome of other claims.
- 3. There is no cover for any claim directly or indirectly arising from:
 - a) A dispute between **you** and someone **you** live with or have lived with
 - b) **Your** business trade or profession other than as an **employee**
 - c) An application for a judicial review
 - d) Defending or pursuing new areas of law or test cases.
- 4. Contracts (Rights of Third Parties) Act 1999

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

Conditions

1. Claims

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

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

- a) **You** must notify claims as soon as reasonably possible once **you** become aware of the incident and within of **you** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced.
- b) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted.
- c) **Insurer** shall only be liable for **advisers' costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success.

Section 7 – Family legal costs, identity fraud protection and personal cyber support insurance continued

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

3. Prospects of success

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

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

4. Other insurances

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

5. Disputes

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

6. English law and language

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

7. Disclosure

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

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

8. Fraud

In the event of fraud, we:

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

9. Change in law

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

Section 7 – Family legal costs, identity fraud protection and personal cyber support insurance continued

Customer services information

How to make a claim

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

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

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

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

Employment disputes

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

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

Data protection

1. Arc Legal Assistance are committed to protecting and respecting **your** privacy in accordance with the current **data protection legislation** ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit www.arclegalassistance.co.uk
2. **How we use your personal data and who we share it with**
We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.
3. **Sensitive personal data**
Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.
4. **Disclosure of your personal data**
We may disclose **your** personal data to third parties involved in providing products or services to **us** service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.
5. **Your rights**
You have the right to ask **us** not to process **your data** for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your data** deleted (subject to certain exemptions), to have any inaccurate or misleading **data** corrected or deleted, to ask **us** to provide a copy of **your data** to any controller and to lodge a complaint with the local data protection authority.

Section 7 – Family legal costs, identity fraud protection and personal cyber support insurance continued

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the **data** for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal **data**, please contact The Data Protection Officer, please see website for full address details.

Customer service

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

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

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester CO4 5YD

Tel: 01206 615000
Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Compensation

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

Authorisation

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

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk

Section 8 – Domestic emergency insurance

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

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

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

Definitions

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

How to make a claim

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

You should have the following information available upon request:

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

Section 8 – Domestic emergency insurance continued

Data Protection Act

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

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

Personal information

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

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

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

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

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

What is covered

Emergency incidents that will be covered by this policy are:

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

Domestic emergency

1. If **you** suffer an **emergency** at **your property** **you** should tell **us** on the **emergency** telephone number stated under 'How to make a claim'. **We** will then:
 - a) Advise **you** how to protect yourself and the **property** immediately.
 - b) Organise and pay up to £1,500 including VAT, call out, labour, parts and materials to carry out an **emergency repair** or, if at a similar expense, a **permanent repair**.
2. In the event of the **property** becoming uninhabitable and remaining so overnight, **we** will, subject to **your** prior agreement with ourselves, pay up to £100 including VAT in total for:
 - a) **Your** overnight accommodation and/or
 - b) Transport to such accommodation.

What is not covered

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

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

Section 8 – Domestic emergency insurance continued

Exclusions

The following are excluded from the insurance:

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

We will not be liable for any of the following:

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

Complaints procedure

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

If **you** have a complaint about **our** service, **you** can write to **our** customer relations manager at:

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

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

Section 8 – Domestic emergency insurance continued

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

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

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

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

Data Protection

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, providing home emergency assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a) Use of sensitive information about the health or vulnerability of **you** or others involved in **your** home emergency, in order to provide the services described in this policy. By using **our** services, **you** consent to **us** using such information for these purposes,
- b) Disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with home emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c) Monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d) Obtaining and storing any relevant and appropriate photographic evidence of the condition of **your** property which is the subject of the claim, for the purpose of providing services under this policy and validating **your** claim; and
- e) Sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources in order to send **you** relevant communications. **You** may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how we use **your** data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to our use of **your** data, please write to **us** at:

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

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk Alternatively, a hard copy is available from **us** on request.

Law and jurisdiction applicable to the insurance

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

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

General conditions

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

Parts availability

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

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

any questions?

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

beazley

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designed
insurance