

contact For further information please contact your intermediary or call us on **0844 893 8360**. Visit our website at www.homeandlegacy.co.uk

PRESTIGE HOME policy wording



*home
& legacy*

Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc, and is registered in England Number 3007252. Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA), Register number 307523 and you can check on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. Please note that telephone calls may be recorded and/or monitored.

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Useful numbers

T	0844 893 8360	Home & Legacy Insurance Services Ltd
F	0844 893 8386	
T	0845 070 1228 – Select Option 3	Emergency Property Assistance
T	0844 811 0916	Multi Trip Travel Insurance
T	0844 811 0917	– Emergency Medical Assistance
		– Claims
		Legal and Identity Theft
T	0845 070 1228 – Select Option 1	– Advice
T	0845 070 1228 – Select Option 2	– Claims

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About Home and Legacy Insurance Services Limited

Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Registered in England No. 3007252.

Authorised and regulated by the FSA. Our FSA Register number is 307523 and our permitted business is advising on, and arranging general insurance contracts

Please note that telephone calls may be recorded and/or monitored

Introduction

Many of the words and phrases used in this **Prestige Home Policy** have special meanings. These words are highlighted throughout the whole of the policy wording by the use of bold print. For the meanings of the words and phrases used refer to the **definitions** on pages 9 to 13.

Prestige Home Policy cover is administered by Home and Legacy Insurance Services Limited who act on behalf of the **insurers**.

Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England Number 3007252. Registered Office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA), Register number 307523 and **you** can check this on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 6061234. Our permitted business is advising on and arranging general insurance contracts.

The insurance provided under this **Prestige Home Policy** dated 1st April 2009 has been specially designed for higher net worth individuals and their families. It provides advantageous coverage whilst remaining highly competitive in price. The **Prestige Home Policy** cover has six **parts**, and **your** selection of **parts** is set out in **your schedule**.

The **parts** are as follows:

Part A – Private residences – the **buildings**, outbuildings and **outdoor items**

Part B – General contents

Part C – Fine art, gold, silver, gold and silver plate, antiques and other collectables of every description

Part D – **Personal possessions** including **jewellery**, **furs**, **money**, **credit cards**

Part E – Family legal protection, **identity fraud** and emergency property assistance

Part F – Multi trip travel insurance.

Please carefully check **your** current **schedule** to see which of the above **parts** are in force.

The insurance for **parts**, A, B, C and D is underwritten by the **insurer** who is named in the **schedule**.

The insurance for **part E**, **Sections** 1 and 2 is underwritten by Great Lakes Reinsurance (UK) PLC.

The insurance for **part E**, Section 3 is underwritten by Europ Assistance Insurance Limited.

The insurance for **part F** is underwritten by AXA Insurance UK plc.

The **insurers** are authorised and regulated by the Financial Services Authority and this can also be checked on the FSA's register. www.fsa.gov.uk/register.

Your Prestige Home Policy

Your Prestige Home Policy is made up of the following which must be read together as they form **your** contract of insurance:

- The introduction, the general exclusions and conditions, all of which apply to all **parts** of the policy
- The **parts** of the cover selected by **you**, including the definitions, the exclusions and conditions which apply to the **parts** selected
- The **schedule**, which details the **parts** of cover **you** have selected and which includes all **endorsements** applied to the **Prestige Home Policy** whilst it is in force.

Please take time to read all the **parts** of the **Prestige Home Policy** to make sure that they meet **your** needs and that **you** understand the terms, exclusions and conditions. If **you** wish to change anything or if there is anything that **you** do not understand, please let **us** or **your insurance intermediary** know.

The basis of this contract is the information that **you** have supplied and/or the statement of facts, including the declaration which **you** have checked to **your** satisfaction.

Please examine the **Prestige Home Policy** and if it is not correct return it immediately to **us** or **your insurance intermediary** who will arrange for it to be amended.

In consideration of the payment of the premium for the **period of insurance**, the **insurers** will agree to pay to **you** following the occurrence any loss or damage which **you** may suffer during the **period of insurance**, within the conditions set out in the **Prestige Home Policy**. In some circumstances **insurers** will, for accidents for which **you** are legally responsible, pay to **you** or (on **your** behalf) to some other person the amount of **your** legal liability to that person.

How Your Cover Works

The insurance is provided within the conditions of the **Prestige Home Policy** for those **parts** named in the **schedule** for any **insured event** which takes place during the **period of insurance**.

Your Prestige Home Policy ends at midnight on the last day of each **period of insurance**.

Changes to your circumstances

Please tell Home and Legacy Insurance Services Limited or **your insurance intermediary** immediately if there are any changes to **your** circumstances which could affect **your** insurance. It is important to do this to ensure that **you** remain fully protected.

If **your** circumstances change and **you** do not tell **us**, **you** may find that **you** are not covered if **you** need to claim.

Please refer to General Condition 1 on page 14 for circumstances that **you** should tell **us** about.

Cancellation

Cancelling your policy within the first 14 days

We want **you** to be happy with **your Prestige Home Policy**. If, having examined **your** insurance documentation, **you** decide not to proceed **you** may cancel the insurance, within 14 days of receiving policy or renewal documentation.

You can do this by contacting **us** or the **insurance intermediary** through whom **you** arranged this insurance.

If **you** chose to cancel the policy **you** are entitled to a refund of the premium **you** have paid unless **you** have made a claim. If **you** have made a claim, **we** will give **you** a pro-rata refund on **your** premium based on the cover **you** have had. However, if an incident has occurred which may give rise to a total loss claim under the **Prestige Home Policy** then the full annual premium may be payable by **you**.

You may contact Home and Legacy Insurance Services Limited by telephone on **0844 893 8360** or write to **us** at:
500 Avebury Boulevard, Milton Keynes, MK9 2LA.

If after 14 days **you** have not cancelled **your Prestige Home Policy**, **we** will assume that **you** wish **your Prestige Home Policy** to continue for the agreed **period of insurance**.

Cancelling your Prestige Home Policy after the first 14 days

We and /or the **insurers** can cancel this **Prestige Home Policy** by sending 14 days notice in writing to **you** at **your** last known address.

If **you** cancel the policy outside the first 14 days **we** will provide a pro rata refund based on the annual premium payable as long as **you** have not claimed during the current **period of insurance**. Where an incident has occurred which may give rise to a total loss claim the full annual premium may be payable to **us**. If the amount due when **you** cancel the policy is more than the amount **you** have paid, **you** must pay the difference. **We** reserve the right to cancel this policy immediately in the event of non-payment of the premium or default by **you** under a monthly instalment plan.

Financial Services Compensation Scheme

We, and the **insurers** are covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** or **insurers** cannot meet our liabilities. For compulsory insurance **you** may be entitled to compensation up to 100% of the claim. For all other types of insurance **you** may be entitled to compensation of up to £2,000 for the first **part** of the claim and 90% for the remainder of the claim.

Further information about compensation scheme arrangements is available from the FSCS.

Phone: 0207 892 7300

Email: enquires@fscs.org.uk

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

Law applicable

Under European Law unless **insurers** agree otherwise this agreement shall be governed by and construed in accordance with English law.

Telephone Recording

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

How to Make a Claim

What to do in the event of a claim

Check **your schedule** and the **Prestige Home Policy** which give details of what is covered and what is not covered. If **you** have any questions, please contact **us** or **your insurance intermediary**.

For Claims under Parts A–D (Buildings, Contents, Fine Art and Personal Possessions):

- Upon the discovery of an event which may give rise to a claim please telephone **us** or **your insurance intermediary**. **You** can notify **us** of a claim by telephoning **0844 893 8360**.
- For loss or damage discovered outside normal business hours that is an emergency, please contact the **Home and Legacy Helpline** on **0845 070 1228** and select ‘**option 3**’, quoting **your** policy number and postcode. **Your** policy number can be found on **your** policy **schedule**.
- Make any reasonable temporary repairs as soon as possible but keep the bills as these may form part of **your** claim. If possible, it would be helpful to take photos of the damage.
- **Insurers** must have the chance to inspect any damage before **you** carry out permanent repairs. Any estimates that **you** obtain for permanent repairs or other work must be approved before work begins.
- **Insurers** may arrange for a claims inspector or a loss adjuster to discuss **your** claim with **you** or **your insurance intermediary**.
- **You** may be asked to complete a claim form. A claim form can be obtained by contacting **us** or **your insurance intermediary**. Claim forms are also available from **our** website www.homeandlegacy.co.uk
- If someone is holding **you** responsible for damage to their property or for **bodily injury** to them, please tell **us** at **your** first opportunity and give **us** full written details. **You** must send **us** any writ, summons or other legal document immediately and unanswered. Do not admit liability. **You** should also refer to General Condition 7 on page 15.
- If **your** loss is likely to be also covered in whole or in **part** by another policy or policies of insurance **you** are entitled to claim under this policy. However **you** must tell **us** about any other insurance in force and assist the **insurers** to claim back a contribution towards the loss from the other **insurers** concerned.

- If, following an insured event **you** have a potential claim under more than one **part** or section of this policy, then **you** can choose to recover under whichever section or **part** gives **you** the largest recovery.

For Claims under Part E (Family Legal Expenses, Identity Fraud, Emergency Property Assistance):

Section 1 – Family Legal Expenses

- **You** must tell **insurers** about a claim as soon as possible. **You** must contact **us** no later than 180 days after any circumstances occur that might result in a claim.
- **You** must do this by telephoning **0845 070 1228** and selecting ‘**option 2**’. Delay may prejudice **your** legal position.
- Any **legal costs and expenses** **you** incur before **your** claim has been accepted by the **insurer** will not be covered under the policy.

Section 2 – Identity Fraud

- Please telephone **0845 070 1228** and selecting ‘**option 2**’ to notify **your** claim and to obtain prior approval before **you** incur any expenses.
- Within 24 hours of discovering any circumstances that lead **you** to believe that **you** might have become a victim of **identity fraud** notify:

- 1) the police and request a crime reference number.

Note: **You** may be asked to provide this reference to any company **you** deal with in the course of restoring **your** identity.

- 2) **your** banks, credit card /loan companies and other account holders; and request a copy of **your** credit file from one of the following major credit reference agencies (a charge of £2 will be made to provide this information) to help to establish when identity fraud occurred. Inform the reference agency to note **your** file to state that **you** have suffered identity fraud:

- Call Credit – <http://www.callcredit.co.uk>
Consumer Services Team,
PO Box 491, Leeds LS3 1WZ
- Equifax – <http://www.equifax.co.uk>
Box 1140, Bradford, BD1 5US
- Experian – <http://www.experian.co.uk>
PO Box 9000, Nottingham NG80 7WP

How to Make a Claim (continued)

- 3) take any further measures that are necessary to prevent further damage to your identity. **You** can also obtain further guidance by calling the helpline on **0845 070 1228** and selecting '**option 1**'.

Section 3 – Emergency Property Assistance

Emergency Property Assistance

If **you** need to make a claim for a property emergency covered by this policy **you** should contact the **Home and Legacy Helpline** on **0845 070 1228** and select '**option 3**' to provide details of the problem. All requests for assistance must be made to the **Home and Legacy Helpline** and not to a **contractor** directly otherwise **your** claim will not be covered.

If **you** have followed the correct claims procedure above the **contractor** will charge the cost of all **work** covered by the policy directly to **us** – **You** should also refer to the further information provided under the 24 Hour Emergency Property Assistance and Legal Helplines on page 7.

For Claims under Part F (Multi Trip Travel Insurance):

If **you** need or think that **you** need to make a travel insurance claim:

For all claims except Legal Expenses

Telephone **AXA Assistance** on **+44 (0) 844 811 0917**
or write to **AXA Assistance**, Po Box 12, Chichester,
PO19 1FS

For claims under Section 11 – Legal Expenses

Please telephone **AXA Assistance** on **+44 (0) 1737 815201**
or Fax **+44 (0) 1737 815882**.

You can call 24 hours a day.

You should also refer also to the claims conditions that apply to this **part** of the policy. These can be found on page 53.

24-Hour Emergency Property Assistance and Legal Helplines

Your Prestige Home Policy provides **you** with access to a number of helplines. Please note that any telephone calls that **you** make to these helplines may be recorded and/or monitored to ensure accurate records are available.

Legal Helplines

Personal Legal, Medical and Tax Helplines

A full telephone advisory service is available for advice on any legal, medical or tax problem directly affecting **you**.

The helpline service may be used to discuss any private legal or medical problems 24 hours a day, 365 days a year. Simply telephone **0845 070 1228** and select '**option 1**'. The service is there to help **you**. Do not hesitate to make full use of it!

Telephone Counselling

A confidential telephone counselling service is available to provide assistance with problems such as **identity fraud**, bereavement, stress and family matters.

To access this service contact the helpline on **0845 070 1228** and select '**option 1**'.

We accept no responsibility for failure of these services for reasons outside **our** control.

Emergency Property Assistance Helpline

Unfortunately, emergencies can happen when **you** least expect them. But with the Home and Legacy helpline service, help is only a phone call away, 24 hours a day, 365 days a year.

The service

Just consider some domestic emergencies which may arise – **We** can provide immediate help in circumstances such as:

- plumbing or drainage problems likely to cause flooding;
- failure of **your** gas or electricity supply;
- damage to **your** roof where damage to the inside of **your** property is likely;
- damage to **your** property making it insecure or unsafe; or
- leaking water or oil from **your** central heating system.

What to do

When an emergency happens, ring the **Home and Legacy Helpline** immediately on **0845 070 1228**, select '**option 3**' and provide details of the problem.

What will happen next?

The **Home and Legacy Helpline** will discuss with **you** the assistance **you** require and obtain a suitable **contractor**, provided that the **work** is not prevented by any of the following:

- adverse weather conditions;
- industrial disputes (official or otherwise);
- failure of the public transport system, including the road and railway networks and repairs to them; or
- other circumstances preventing access to the **home** or making it impractical to carry out the necessary work.

Note – The **Home and Legacy Helpline** and the **contractor** will have reasonable discretion as to when and how **work** is undertaken.

Important – An incident which could result in serious property damage or personal injury should be notified immediately to the appropriate utility supplier and/or the emergency services. **You** must always report gas leaks to the gas authority.

Customer Service

What to do if you are not satisfied

Our aim is to get it right, first time, every time. If **we** make a mistake **we** will try to put it right promptly. **We** will always acknowledge receipt of **your** complaint within five 5 working days and do **our** best to resolve the problem within four 4 weeks. If **we** cannot, **we** will let **you** know when an answer may be expected.

If **we** have not sorted out the situation within eight 8 weeks **we** will provide **you** with information about the Financial Ombudsman Service*.

Should **you** wish to make a complaint about the handling of **your** insurance please contact:

Home and Legacy Insurance Services Limited,
500 Avebury Boulevard, Milton Keynes, MK9 2LA.

Telephone: 0844 893 8360

Fax: 0844 893 8386

Email: general@homeandlegacy.co.uk

If the complaint is about the service **you** have received from Home and Legacy Insurance Services Limited **we** will tell **you** who is dealing with **your** complaint. This individual will have been fully trained to deal with the matter in an objective manner.

If **we** find that **your** complaint relates to the service provided by one of **our** intermediaries **we** will pass the details on to them and will monitor the progress of their investigations.

If **your** complaint relates to the contract of insurance, **you** should contact the **insurer** concerned. For complaints about:

Parts A – D the **insurer's** details can be found on **your** schedule.

Part E, Sections 1 and 2 contact FirstAssist Insurance Services Limited, Marshall's Court, Marshall's Road, Sutton, Surrey, SM1 4DU.
Telephone: 0208 652 1313
Fax: 0208 661 7604

Part E, Section 3 contact the Quality Department, Europ Assistance Insurance Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.
Telephone: 0845 358 8008.

Part F contact Head of Customer Care, AXA Insurance, Civic Drive, Ipswich, IP1 2AN.
Telephone: 01473 205926.

Using the complaints procedure above or referral to the Financial Ombudsman Service* does not affect **your** legal rights.

* The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases **you** will receive guidance from staff at the Ombudsman about **your** options, or **you** may wish to seek **your** own professional or legal advice.

The Financial Ombudsman Service can be contacted at:
The Financial Ombudsman Service, South Quay Plaza,
183 Marsh Wall, London E14 9SR
Telephone: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk

The Ombudsman will only consider **your** complaint if **you** have already given **us**, the intermediary or **insurer** the opportunity to resolve it.

Definitions

Definitions

Many of the words and phrases used in this policy have special meanings. The following terms used throughout this **Prestige Home Policy** wording have the following meanings and such words are highlighted throughout the whole of the policy wording by the use of **bold print**:

Appointed Representative – A solicitor or any appropriately-qualified person appointed to act in a professional capacity for **you** in accordance with the terms of this insurance.

AXA Assistance – AXA Assistance Claims Centre, PO BOX 54098, London. SW20 8UU who administer claims under sections 1–11 of **Part F, Multi Trip Travel**.

Baggage (Parts A-D) – Means bags, (including handbags), taken with you whilst travelling on holiday, business or pleasure trips.

Baggage (Part F) – Means luggage, clothing, personal effects, valuables and other articles which belong to **you** (or for which **you** are legally responsible) which are worn, used or carried by **you** during any **trip**.

Bodily injury – An identifiable physical injury caused by sudden, unexpected, external and visible means including injury as a result of unavoidable exposure to the elements.

Buildings – The private residence specified in the **schedule** or where more than one residence is specified all of them, and includes the main domestic structure, outbuildings used for domestic purposes, decorative finishes, fixtures and fittings, lifts, domestic fixed fuel tanks, underground service pipes and cables, sewers and drains, swimming pools, permanently fitted hot tubs, hard tennis courts, lawns, garden walls, patios, steps, terraces, ornamental man-made ponds, fountains, radio and TV aerials, satellite dishes, external lighting, alarm systems and surveillance equipment, hedges, fences, gates, paths and drives situated at the address or addresses shown in the **schedule** which belong to **you** or for which **you** have a legal responsibility.

Business – Any employment, trade, occupation or profession. A farm operation or stud activities generating gross revenues exceeding £5,000 in any one year.

Business Property – Office furniture, furnishings, office equipment including documents and computer equipment owned by **you** used in connection with a business conducted from the **home**.

Close Business Associate – Any person whose absence from business for one or more complete days at the same time as **your** absence prevents the proper continuation of that business.

Close Relative – Mother, father, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, partner or fiancé/fiancée.

Commencement Date – The start of the **period of insurance** as shown in the **schedule**.

Conditional fee agreement – A valid agreement between **you** and **your** professional adviser with **our** prior consent where the professional adviser's fees and payments or any part of them are payable by **you** only if **your** claim succeeds.

Contents – The household goods of the **buildings** including furniture, furnishings, personal effects, **outdoor items, business property**, gardening implements, tractors and their trailers used for domestic purposes, **fine art, gold, silver, gold and silver plate and antiques (Part C)**, tenants' fixtures and fittings, all of which belong to **you** or which **you** have a legal responsibility, including interior decorations if **you** are responsible for them as a tenant.

This definition does not include caravans, aircraft, watercraft or mechanically propelled vehicles, other than;

- domestic gardening equipment
- quad bikes, used within the grounds of a residence listed in **your schedule** and not registered for road use
- motorbikes under 51cc used within the grounds of a residence listed in **your schedule** and not registered for road use,
- golf buggies,
- electric wheelchairs,
- models and toys.

*Also not included are spare parts and accessories, any part of the structure of the **buildings**, animals, **personal possessions**, or **credit cards**.*

Contractor – A qualified person approved and instructed by the **Home & Legacy Helpline** to undertake emergency **work**.

This definition applies only to Part E, Section 3, Emergency Property Assistance.

Court – An official assembly for the transaction of judicial business or a tribunal or other competent authority.

Credit cards – Bankers', cash, charge, cheque or **credit cards** which **you** or those members of **your** family living with **you** or any other person who forms **part of your household** are entitled to possess under the terms of the issue of each card.

Definitions (continued)

Curtailment/Curtail/Curtailed (cutting your trip short) – Either

- a) abandoning or cutting short the **trip** by immediate direct early return to the **United Kingdom**, in which case claims will be calculated from the day **you** returned to the **United Kingdom** and based on the number of complete days of **your trip you** have not used, or
- b) by attending a hospital abroad as an in-patient or being confined to your accommodation abroad due to compulsory quarantine or on the orders of a **medical practitioner**, in either case for a period in excess of 48 hours. Claims will be calculated from the day **you** were admitted to hospital or confined to **your** accommodation and based on the number of complete days for which **you** were hospitalised, quarantined or confined to **your** accommodation.

Deductible – The amount or amounts specified in the **schedule** for which you are responsible, being the first part of each claim that the **insurer(s)** agree to pay under the **Prestige Home Policy**, following the occurrence of an **insured event**.

For **insured events** that are covered under more than one **part** of the **Prestige Home Policy** only one **deductible** will be apply.

The deductible does not apply for any claim agreed under the Prestige Home Policy when the large loss deductible waiver applies, unless otherwise stated on the schedule.

Emergency – An unforeseen situation which if not dealt with quickly would:

- a) render **your home** unsafe or insecure; or
- b) damage or cause further damage to **your home**; or
- c) cause unreasonable discomfort, risk or difficulties for or to **you**.

The **insurer** will treat all emergencies linked by cause or time as one **emergency**.

Endorsement – An alteration to the terms of the policy. This is done by a written variation which is detailed on the **schedule** or is contained in a certificate of **endorsement** which should always be attached to **your schedule**.

Event – The events that are insured under the terms and conditions of the policy that are described under each **part** or **section** of the policy.

Fine art, gold silver, gold and silver plate and antiques

– Articles of special or high quality or of artistic merit, and includes, but is not limited to collectible furniture, rugs, tapestries, drawings, etchings, paintings, photographs, prints, books, manuscripts, porcelain, sculptures, stamps or coins forming part of a collection, articles made of precious metal and/or semi-precious or precious stone, gold and silver plated items, and other collectible items or objects of virtu either owned by **you** or for which **you** have a legal responsibility to the owner. Fine art, gold, silver, gold and silver plate and antiques excludes **jewellery**, **furs** and guns which must be specifically insured under the **personal possessions** section of this **Prestige Home Policy**.

Furs – Articles made of or containing fur.

Helpline – The Legal Counselling and Legal Advice telephone helplines which are provided by FirstAssist Services Limited, Wheatfield Way, Hinckley, Leicestershire LE10 1YG.

Home & Legacy Helpline – The Home & Legacy Emergency Domestic Helpline which is operated by Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

Home – **Your** private residence(s) as specified in the **schedule** or where **you** have two or more private residences, so long as each are specified in the **schedule** separately. **Home** includes the area of the plot described in the title deeds of each **home** as well as the structure and outbuildings used for domestic purposes, the address of each being as shown in the **schedule**. In respect of **Part F**, **Home** means one of **your** usual places of residence in the **United Kingdom**.

Household – Those members of **your** family, **your** relatives and any other persons (but not boarders or lodgers) permanently living with **you** at any **home** together with permanently resident domestic servants employed by **you** or a member of **your** family.

Identity fraud – A person or a group of people knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act. An act or a series of acts, against **you** by one person or group of people is considered to be one **identity fraud**.

Insurance intermediary – The person or company **you** consulted to arrange this policy or consulted with the intention of arranging the insurances under the **Prestige Home Policy**.

Insured event – Any circumstance giving rise to a claim for compensation under a **part** of this policy that is in force.

Insured person – In respect of **Part F** means **you** and all permanent members of **your household**.

Definitions (continued)

Insurer(s) – The **insurer** for **Parts A-D and F** is defined on **your schedule** for each applicable **part** insured under this **Prestige Home Policy**.

The **insurer** for **Part E, Section 1, Family Legal Protection** and **Section 2, Identity fraud** is Great Lakes Reinsurance (UK) PLC, Registered in England and Wales No. 2189462, Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) PLC is authorised and regulated by the Financial Services Authority, registration number is 202715 and is a non life general insurance undertaking underwriting personal and commercial insurance products. Home State is the United Kingdom.

The **insurer** for **Part E, Section 3, Emergency Property Assistance** is Europ Assistance Insurance Limited, Registered in England and Wales No. 01708613, Registered Office: Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN. Europ Assistance Insurance Limited is authorised and regulated by the Financial Services Authority, registration number is 202846 and is a non life general insurance undertaking underwriting personal and commercial insurance products. Home State is the United Kingdom.

The **insurer** for **Part F, Multi Trip travel** is AXA Insurance UK plc, Registered in England No.78950, Registered Office: 5 Old Broad Street. London, EC2N 1AD. AXA Insurance UK plc is authorised and regulated by the Financial Services Authority (FSA), Register number 202312 and is a non life general insurance undertaking underwriting personal and commercial insurance products. Home State is the United Kingdom.

Jewellery – articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals. This also includes watches and set or unset gemstones.

Journey – A holiday or trip for leisure or business purposes that begins on departure from **your home** and ends on return either: (i) to **your home** or (ii) to a hospital or nursing home in the **United Kingdom** following **your** repatriation, both during the period of cover.

Large loss deductible waiver – The **deductible** shown on **your schedule** will not apply in the event of a loss that is greater than £10,000 unless stated otherwise. Where applicable the **deductible** noted for subsidence, ground heave or landslip is not waived on any covered loss.

Legal costs and expenses – Reasonable legal fees and costs of **legal proceedings** incurred by **you**, costs of any civil proceedings incurred by **your** opponent for which **you** may be made liable by **court** order or may pay with **insurers** consent and which are not otherwise recoverable.

Legal costs and expenses – (for **Part E**) – **Your appointed representative's** fees, costs and disbursements to which **we** have agreed in advance or the costs of any other people involved in the **legal proceedings** if **you** have to pay those costs. This includes costs following an 'out-of-court' settlement to which **we** have agreed in advance. This does not include any damages, fines or penalties **you** have to pay.

Legal proceedings – The pursuit or defence of legal disputes but excluding non-contentious matters.

Medical Condition – Means any disease, illness or injury.

Medical Practitioner – Means a registered practicing member of the medical profession who is not related to **you** or any person with who **you** are travelling with.

Money – The currency in issue in the **United Kingdom**, but includes the lawful currency of any foreign country and also includes bankers drafts, cheques, postal and money orders, travellers cheques, securities, saving stamps and certificates, premium bonds, negotiable instruments, sports season tickets and gift vouchers, and any similar instruments which can be dealt with in a manner similar to any of those indicated.

*This definition does not include **money** held for trade or business purposes promotional vouchers, air miles vouchers, store points, lottery tickets, scratch cards and raffle tickets.*

Outdoor items – Items of **contents** which are kept permanently out of doors, including but not limited to statues and garden ornaments, trees, shrubs, hedges and other growing plants.

Part – This policy wording is divided into 6 **parts** lettered A to F. **Your** selection of coverage is set out in the **schedule**.

Period of insurance (Parts A–E) – The duration of cover provided by **your Prestige Home Policy** and its **parts** as shown on **your schedule**. (In some instances the **period of insurance** may be different for different **sections** of this **Prestige Home Policy** and therefore should be checked by **you**.) Each period of renewal is treated as a separate period.

Period of insurance (Part F) – Means the period for which **we** have accepted the premium as stated in the **schedule**. During this period any **trip** not exceeding 45 days is covered (31 days for winter sports under **Sections 9 and 10**, if included). Section 1 – Cancellation cover shall be operative from the date stated in the **schedule** or the time of booking any **trip** (whichever is the later) and terminates on commencement of any **trip**.

Definitions (continued)

For all other **sections** of this **Part** of the policy, the insurance commences when **you** leave **your home** or in respect of a business **trip your** place of business in the United Kingdom (whichever is the later) to commence the **trip** and terminates at the time of **your** return to **your home** or place of business in the United Kingdom (whichever is the earlier) on completion of the **trip**.

The **period of insurance** is automatically extended for the period of the delay in the **event** that **you** return to the United Kingdom is unavoidably delayed due to an **event** insured by this policy.

Personal possessions – Jewellery, watches, gems, pearls, **furs**, guns, **photographic equipment**. **Personal possessions** excludes **money** and **credit cards** which must be specifically insured under the **money** and **credit card** section of Part D Personal Possessions of this **Prestige Home Policy**.

Photographic equipment – This includes cameras, camcorders and their accessories and includes film projection machines, films and accessories but not video recorders or video tapes.

Policyholder – The person shown as the **policyholder** in the **schedule**. If there is more than one person named on the **schedule** as the **policyholder**, this policy applies both jointly and individually.

Pre-existing medical condition – Means

- a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke or cancer for which **you** have ever received treatment (including surgery, tests or investigations by **your** doctor or a consultant/specialist and prescribed drugs or medication).
- b) Any medical condition for which **you** have received surgery, in patient treatment or investigations in a hospital or clinic within the last six months.

Prestige Home Policy – The collection of insurances made up from those **parts** of this document as are agreed between **you** and **your insurers** will be covered. The list of **parts** in **your Prestige Home Policy** is set out in **your schedule**. This **Prestige Home Policy** is dated 1st January 2009.

Primary Heating System – The principal central heating and hot water systems including but not limited to boiler or warm air unit, programmer, room thermostat, pumps, hot water cylinder and radiators but excluding any form of solar heating system and non-domestic central heating boiler or source.

Proposal Form/Statement of Fact – Contains the information provided by **you** together with the statement and declaration on which this **Prestige Home Policy** is based. The proposal form/statement of facts along with this **Prestige Home Policy** booklet, **your** most recent **schedule**, any **endorsement** notice and **your** agreement to pay the premium forms the basis of contact between **you** and **insurers**.

Public Transport – Means any publicly licensed aircraft, sea vessel, train, coach or bus on which **you** are booked to travel.

Redundancy – Unemployment where **you** qualify under the Employment Protection Act (where **you** have been continuously employed on a permanent basis by the same employer).

Resident – A person who has their main **home** in the **United Kingdom** and has not spent more than 6 months abroad in total during the preceding year prior to the date of purchase of the policy.

Risk – The possibility of an unforeseen and unintended occurrence happening.

Schedule – The **schedule** gives details of the insurance **you** have selected and contains details of the **policyholder**, private residence, sums insured, **period of insurance**, premium, and details of which **sections** of this **Prestige Home Policy** are insured including the **deductibles** applicable to each insured **part** or **section**.

Section – Some **parts** are sub-divided into **sections**.

Ski Equipment – Skis, poles, boots, bindings, snowboards, ice skates and other accessories.

Ski pack – Hired equipment, ski school fees and lift passes.

Standard construction – This means the walls of the **buildings** are built of brick, stone or concrete and the roof is pitched with slate, tile, concrete, asphalt or any incombustible mineral material.

Sum insured – The maximum amount **insurers** will pay if **you** suffer an insured loss. The amount varies between **parts** and **sections**. Details are set out in the **schedule**. Unless otherwise stated, it continues in full following the payment of a claim without an adjustment in premium.

Territorial Limits – For Part E, Section 1, Family Legal Protection and Section 2, Identity fraud means the United Kingdom. For **sections** 1 a) Personal Injury and b) Consumer limits are extended to the European Union, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

Definitions (continued)

For Part E, Section 3, Emergency Property Assistance means the mainland of Great Britain, plus the Isle of Wight, Isle of Man, Northern Ireland and the Channel Islands.

Trip – For Part F, Multi trip travel insurance means any holiday, business or pleasure trip or journey made by **you** which begins and ends in the **United Kingdom** during the **period of insurance** but excluding one way trips or journeys. Any such **trip** over 45 days is not insured (or 31 days for winter sports trips, if **you** have extended **your** cover to include **Sections 9 and 10**). Any trip within the **United Kingdom** is only covered where **you** have pre-booked at least 2 nights accommodation for a fee. Each trip is considered to be a separate insurance, with the terms, definitions, exclusions and conditions contained in this policy applying to each trip.

United Kingdom – England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Unattended – When **you** are not in full view of and not in a position to prevent unauthorised interference with **your** property or vehicle.

Unoccupied – A **home** becomes **unoccupied** if it, (a) has not been lived in for more than 45 consecutive days, or (b) is not furnished for full habitation, or (c) is not resided in for a total of 180 days or more during the **period of insurance**.

Vaulted – **Your** property that is held within a safe deposit or by a bank in its safe or strong room as specified in the **schedule**.

Vermin – Various species regarded as pests or nuisances including, but not limited to mice, rats, squirrels, insects, arachnids, worms or other disease-ridden creatures.

We/Us/Our – For **Parts A-D** means Home and Legacy Insurance Services Limited, Registered in England No. 3007252, Registered Office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

For **Part E – Section 1, Family Legal Protection** and **Section 2, Identity fraud** means FirstAssist Insurance Services Limited (FirstAssist) Registered in England and Wales No. 04617110. Registered office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.

FirstAssist arranges and administers this insurance on the **insurer's** behalf. Written notification of any claims under these **Sections** of the policy must be addressed to The Legal Expenses Claims Department, FirstAssist Insurance Services Limited, Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU. First Assist Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA), Register number 310671 and **You** can check this on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Section 3, Emergency Property Assistance means Europ Assistance Holdings Limited, Registered in England and Wales No. 758979, Registered Office: Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

For **Part F, Sections 1–10** means AXA Insurance UK plc, Registered in England No.78950, Registered Office: 5 Old Broad Street. London, EC2N 1AD.

For **Part F, Section 11 – Overseas Legal Expenses** means AXA Assistance (UK) Limited, Registered in England No. 02638890, Registered Office: The Quadrangle, 106–118 Station Road, Redhill, Surrey, RH1 1PR. AXA Assistance (UK) Limited is authorised and regulated by the Financial Services Authority (FSA), Register number 439069.

Winter Sports – Skiing, snow boarding and ice skating.

Work – All efforts made by the **contractor** to rectify, limit or prevent damage in respect of the **events** covered by **Part E, Section 3** of the policy.

You/your – The person(s) named in the **schedule** as the **policyholder** and all permanent members of his/her household.

General Conditions

The following conditions apply to (all Parts and Sections) the Prestige Home Policy.

These conditions are especially important terms of the contract(s) between **you** and **insurers**. They apply to every **part** of this **Prestige Home Policy**. **You** must comply with the following conditions to have the full protection of this policy. If **you** do not comply with them **insurers** may at their option cancel the policy or refuse to deal with **your** claim or reduce the amount of any payment.

1. Change of Circumstances

You must notify **us** as soon as possible of any change of circumstances which may affect this insurance and in particular any of the following:

- change of address
- structural alteration to **your home**
- if **you** intend to let or sub-let **your home**
- if **you** intend to use **your home** for any reason other than private residential purposes
- if **your home** will not be lived in by **you** or **your** domestic staff
- any changes to the sums **you** need to insure as a result of additions, alterations, improvements, and new acquisitions. Cover is provided automatically as follows:

Part A – Buildings for up to 20% of the **sum insured**

Part B – Contents for up to 20% of the **sum insured**

Part C – Fine Art for up to 20% of the **sum insured**

Part D – Personal Possessions for up to 20% of the **sum insured**

provided **you** notify **us** within 60 days of any addition, alteration, improvement or acquisition. See **Part A – Buildings, Section 3, Part B – Contents, Section 15, Part C – Fine Art, Section 3, Part D – Personal Possessions, Section 4.**

We must be notified as soon as possible if **you** or any of **your** domestic staff has been:

- declared bankrupt or
- convicted of or received a police caution for or charged with but not yet tried for any offence other than a driving offence.

We will then advise **you** of any change in the terms of **your** insurance.

2. Sums Insured

The premium **you** pay is based on the **sum insured**. It is therefore important that at all times **you** keep your sums insured up-to-date as set out below:

Buildings

The **sum insured** chosen by **you** must be enough to pay for the full cost of rebuilding and take account of the expenses for:

- a) demolishing, removing debris, shoring up or propping up **parts** of the **buildings**;
- b) architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision;
- c) any extra costs to comply with building or other regulations or the by-laws of any local authority but only in respect of the damaged **parts** of the **buildings**;
- d) potential loss of rent or additional rental costs.

Outdoor items

The cost of replacing them as new.

Contents

The cost of replacing them as new.

Fine art, Gold, Silver, Gold and Silver Plate and Antiques

The current market value.

Personal Possessions

The cost of replacing them as new.

Index Linking

Inflation may make the **sums insured** inadequate. **Insurers** will therefore adjust the **sum insured** for **buildings** and **contents** each month in accordance with the movements in the following indices. No increase or decrease in premium will be due for each monthly increase but at each renewal the revised **sum insured** will be used to calculate the new premium.

- **Part A, Buildings**
The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.
- **Part B, Contents**
The Government's Retail Price Index.

Sums insured are not adjusted for inflation as regards any other coverage. **You** should review **sums insured** regularly to reflect new purchases, extensions, improvements and changes in market values.

General Conditions (continued)

3. State of Repair

In the proposal form/statement of facts, **you** were asked whether the **buildings** were in good condition. **You** must maintain the **buildings** in a good state of repair.

4. Reasonable Care

You must take all reasonable steps to minimise the risk of accident, injury, loss or damage.

5. Unoccupancy and Letting

You must tell **us** if **your home** is loaned or let while **you** and **your household** live or intend to live elsewhere. **You** must also tell **us** if the **home** is to be **unoccupied** for more than 45 consecutive days or for a total of more than 180 days throughout the **period of insurance**.

6. Building Works

You must tell **us** in advance if **you** are planning to carry out building works which are expected to cost more than £25,000 or if **you** plan to carry out any work (other than minor plumbing repair work) involving the application of heat. **You** must co-operate with **insurers** by taking reasonable steps **insurers** suggest to minimise the risks.

Insurers reserve the right to amend the coverage provided by every **Part** of this **Prestige Home Policy** for the duration of these building works.

7. Incident Reporting

If **you** become aware of any incident which might result in a claim against **you** that may be insured under **your** policy, **you** must:

- notify the local police if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons and vandals;
- write to **us** as soon as possible giving full details of the incident;
- send to **us** any claim, writ, summons, legal process or other communication about the claim immediately on receipt;
- provide all necessary information and assistance that **insurers** may reasonably require;
- not admit liability or make an offer or promise of payment without **insurers**' prior written consent; and
- allow **insurers** to defend any proceedings on **your** behalf.

8. Third Party Rights

This **Prestige Home Policy** is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

9. Assignment

Under European Law the contract(s) making up **your Prestige Home Policy** are not assignable without **our** written consent.

10. Recovery & Rights

If **you** have the rights to recover all or **part** of any payment made under this policy, **insurers** may take over proceedings in **your** name, but at their own expense, to recover for their benefit the amount of any payment made under this **Prestige Home Policy**. **You** must give **insurers** and **us** all the assistance reasonably required to do this.

Insurers may also take over and deal with in **your** name the defence or settlement of any claim.

11. Other Insurance

If a loss covered by this **Prestige Home Policy** is also covered by other insurance, **insurers** will only pay the rateable proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

12. Fraud

If **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, **you** will forfeit all rights under the **Prestige Home Policy** and all cover will cease.

In such circumstances, **we** retain the right to keep the premium paid.

13. Renewal

If **you** pay **your** premium by instalments, when **your** policy is due for renewal **we** will renew it for **you** automatically; this saves **you** the worry of remembering to contact **us** prior to the renewal date. **We** will write to **you** before the policy expires with full details of **your** next year's premium and policy conditions.

If **you** do not want to renew this policy please let **us** know.

Should the **insurer(s)** decide that they will not renew **your** policy **we** will notify **you** in writing prior to the renewal date.

The automatic renewal process only applies if premium is paid by instalments.

14. Premium Payment

Insurers will not make any payment under this **Prestige Home Policy** unless **you** have paid the premium.

General Exclusions

The following exceptions apply to the whole policy unless stated differently

1.

- a) This **Prestige Home Policy** does not insure any destruction of or loss or damage to property, or any legal liability which is directly or indirectly caused by or contributed to or arises from:
- i) ionising radiation or contamination by radioactive material from any nuclear fuel or from any nuclear waste from the use of nuclear fuel; or
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component; or
 - iii) war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, or military or usurped power.
 - iv) harm or damage to life or property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with an act of terrorism, regardless of any other contributing cause or event.
 - v) pressure waves caused by aircraft and other aerial devices (sometimes known as sonic bangs).
 - vi) deliberate acts of **you** or adult members of **your household**.
 - vii) pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**.
- b) This **Prestige Home Policy** does not cover loss or damage caused by wear and tear or gradual deterioration.
- c) **Parts A–D**
This **Prestige Home Policy** does not cover loss or damage to any property or appliance caused by or resulting from the failure of that property or appliance or any part of it (whether belonging to **you** or not) to correctly recognise or respond to any date.

Applicable to all **Sections** except

Part A, Section 8

Part B, Sections 17 and 18

Part F

We will not cover **you** for any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of the following:

The failure or fear of failure or inability of any equipment or any computer program, whether or not **you** own it, to recognise or to correctly interpret or process any date as true or correct date, or to continue to function correctly beyond that date (except under **Sections 1 and 3** of this **part**).

2. Parts A–D only

Insurers will not pay for any loss, damage, legal liability, cost or expense directly or indirectly caused or occasioned by or happening through any act of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism in anyway relating thereto.

For the purpose of this exclusion “terrorism” means the use of biological, chemical and/or nuclear chemical force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

3. Each **part** of this **Prestige Home Policy** contains specific exclusions. **You** should refer to the **parts** of this **Prestige Home Policy** for the details of these.

Part A – Buildings

If this **part** is in force, **insurers** will cover the risks set out below, subject to the exceptions set out below under what insurers do not cover. Insured values, limits, **deductibles** and other details specific to **you** are set out in the **schedule** and **endorsements**. General conditions, exclusions and cancellation provisions, which apply to all **parts**, are set out on pages 14, 15, 16 and 4.

Definitions

Where a word or phrase appears in **bold** type please refer to the **definitions** on pages 9–13.

Basis of Settlement

Your claim will be settled on the appropriate basis set out below.

Insurers will pay the cost of rebuilding or repair if rebuilding or repairs are carried out. At **insurers** option if the repair or replacement is not carried out **insurers** will pay the reduction in market value resulting from the loss or damage, but not

exceeding what it would have cost to repair or replace. If the market value of a similar property in the same locality exceeds the rebuilding cost of the **building** concerned and the local authority refuses permission to rebuild, **insurers** will pay the market value up to 120% of the **sum insured** of the **buildings** as shown in the **schedule**.

Insurers will not pay for the cost of repairing or reinstating any undamaged part of the **buildings** which forms part of a suite or part of a common design or function if the damage is restricted to a specific part or a clearly defined area. **Insurers** will pay for replacing the undamaged parts of a bathroom suite or fitted kitchen where replacements for the damaged **parts** cannot be found.

Outdoor items

Insurers will at their option repair or pay **you** the cost of replacing the lost or damaged property, without deduction for wear, tear or depreciation.

What is covered

Section 1

All risks of physical loss or damage to **buildings** under this **Prestige Home Policy**, unless any exclusion applies.

Section 2

Outdoor items

Loss of or damage to **outdoor items** whilst they are in the open but within the **home**.

Coverage under this section in respect of loss or damage to trees, shrubs, plants and lawns is limited to £2,500 for any one tree, shrub or plant and is subject to a maximum **sum insured** equal to 10% of the amount insured under **Part A, Buildings** for any one **event**.

Cover under this section excludes damage caused by

- a) *flood or storm*
- b) *death by natural causes (e.g. disease) or neglect to trees, shrubs, plants and lawns.*
- c) *Frost damage*

Section 3

Additions, Alterations and Improvements

Loss or damage to new additions, alterations or improvements to the **buildings** provided **you** request cover for the item(s) within 60 days of acquisition, and pay **us** any required pro rata additional premium.

Cover under this **Section** is limited to 20% of the **sum insured** under this **part** and excludes cover for anything else excluded elsewhere under **part A buildings**.

Section 4

Trace and Access

If water, oil or gas escapes from the domestic heating, water or gas system, **insurers** will cover the cost of removing and replacing any part of the home or other permanent structure necessary to repair the heating or water system. Coverage under this Section is limited to £10,000 for any one event.

Cover under this section does not include loss or damage to the heating or water system or oil containers.

Section 5

Alternative accommodation and loss of rent

If the **buildings** become uninhabitable due to loss or damage **insurers** have agreed to pay for under Section 1, **insurers** will pay for rent which becomes irrecoverable by **you** as a landlord and additional costs of reasonable alternative accommodation for **your household** (including the necessary cost of temporary storage of **your** furniture and costs of accommodation for **your** domestic pets and horses).

The maximum payable under this section is 20% of the sum insured for each of the buildings covered under this part.

Part A – Buildings (continued)

What is covered

Section 6

Compulsory Evacuation

If a local authority prohibits **you** from living in **your home** as a direct result of loss or damage having occurred to a neighbouring property that would have been covered had it been insured under the terms and conditions of this **Prestige Home Policy**, **insurers** will pay the reasonable additional costs of similar accommodation for **you** and **your** domestic pets and horses, along with any rent **you** would have received for a period of up to 30 days from the date of compulsory evacuation.

Section 7

Fees and other expenses

If **you** necessarily and reasonably incur additional expenses of the types set out below following an insured loss under this **part**, **insurers** will pay, in addition to the **sum insured** by this **part**, up to 20% of the **sum insured** for the following:

- a) Fees of architects, consulting engineers, surveyors and the like.
- b) The cost of removing debris, and making the site and the **buildings** safe, including shoring up.
- c) Any additional costs caused by an unavoidable requirement to comply with any government or municipal requirements following damage unless **you** had been given notice of the requirements before the **insured event** occurred.

*Cover does not include expenses **you** incur in preparing a claim against the **insurer**.*

Section 8

Your liability to others as property owner

Insurers will pay up to £2,000,000 for any one claim or series of claims arising from one **event** or one source or original cause for:

- a) Sums including costs agreed between **us** in writing which **you** become legally liable to pay to others, but only as a result of **you** being the owner of the **buildings**, for accidental damage to property or death or **bodily injury** to any person, where the accident giving rise to the claim against **you** occurred during the **period of insurance**.
- b) Sums including costs agreed between **us** in writing which **you** become legally liable to pay to others, but only as a result of **you** being the former owner of **your** previous **home** owned by **you**, for accidental damage to property or death or **bodily injury** to any person. This includes sums which **you** may become legally liable to pay under s.3 of the Defective Premises Act 1972.

c) Solicitors' fees for:

- i) Representation at any coroner's inquest or fatal accident enquiry
- ii) Defence in any court of summary jurisdiction arising out of any possible claim.

This section does not include liability:

- i) arising out of any deliberate act or acts
- ii) arising out of **your business** or that of any member of **your household**
- iii) arising out of any contract, except to the extent that the liability would have arisen in the absence of the contract
- iv) for damage to property owned by **you** or a member of **your household**
- v) for injury to domestic staff
- vi) for the cost of putting right any defects in the building.

Section 9

Sale of Buildings

A purchaser who has contracted to buy the **buildings** (or any part of them) will be given the benefit of **Section 1** of this **part** from the time **you** exchange contracts (or in Scotland the offer to purchase) until completion of the sale (or expiry of the policy if earlier) provided that the purchaser has also taken out insurance. Both insurances will pay a rateable proportion of any losses.

Section 10

Emergency Access to Gardens

Insurers will pay the cost of making good damage to gardens caused by access to **your home** by emergency services in order to combat fire or flooding.

Section 11

Replacement of external locks and keys

If the keys of the external doors, windows or alarms of the **buildings** or of safes are lost or stolen, **insurers** will pay the costs involved in replacing locks to the external doors, windows, safes or alarms concerned.

Part A – Buildings (continued)

What is not covered

Section 1

- a) The amount of the **deductible(s)** shown in your **schedule**
- b) Loss or damage caused by:
- i) gradual emission of smoke;
 - ii) aridity, humidity; rising damp, exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or **vermin**; fungus; insects; wet or dry rot;
 - iii) mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials;
 - iv) wear, tear and gradual deterioration;
 - v) chewing, fouling, scratching, tearing or denting by **your** domestic pets;
 - vi) felling or lopping of trees;
 - vii) flood or storm to fences, gates (excluding driveway gates), gazebos, pergolas, hedges or trees, shrubs, lawns and plants growing in the open;
 - viii) rising ground water levels;
 - ix) pressure of snow to domestic outbuildings which are not of **standard construction** and to fences, gates, or hedges;
 - x) theft or attempted theft when any part of **your home** is commercially let to anyone other than **your** relatives or personal friends unless forcible and violent means are used to enter or leave the **buildings**.
- c) Reinstatement of gardens following storm, flood or frost.
- d) Subsidence or ground heave of the site on which the **buildings** stand or landslide:
- i) caused by coastal or river bank erosion, normal settlement, shrinkage or expansion
 - ii) to drives, footpaths, garden walls, fences, gates, hedges, trees, lawns, patios, terraces, tennis courts or swimming pools, unless the main building, outbuildings or garages of **your home** is damaged by the same cause at the same time
 - iii) arising from construction, alteration repair or demolition, the use of defective materials, defective design or faulty workmanship
 - iv) to solid floors unless an adjacent load bearing wall of the **buildings** concerned is damaged at the same time.
- e) Loss or damage when **your home** is **unoccupied** caused by:
- i) escape of water from fixed water apparatus, pipes or tanks unless the **buildings** are kept heated to a temperature of at least 10°C and the loft hatch kept open to allow warm air to circulate or the water is shut off and the fixed water tanks, apparatus and pipes are drained;
 - ii) escape of oil from any fixed domestic heating system;
 - iii) vandalism;
 - iv) accidental damage;
 - v) theft or attempted theft.
- f) the cost of maintenance and routine decoration.
- g) the cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this **section**.
- h) Escape of water from fixed water apparatus, pipes or tanks caused by subsidence, ground heave or landslide.

Part B – Contents

If this **part** is in force, **insurers** will cover the risks set out below, subject to the exceptions set out below. Insured values, limits, **deductibles** and other details specific to **you** are set out in the **schedule** and **endorsements**. General conditions, exclusions and cancellation provisions, which apply to all **parts**, are set out on pages 14, 15, 16 and 4.

Definitions

Where a word or phrase appears in bold type please refer to the **definitions** on pages 9–13.

Basis of Settlement

Insurers will at their option repair, or pay **you** the cost of replacing the lost or damaged property, without deduction for wear, tear or depreciation. However, for **contents** which, prior to the loss or damage, were obsolete or unusable for the purpose for which they were originally intended because of their age or condition a deduction for wear and tear will be made.

Insurers will pay for the cost of repairing or reinstating any undamaged **part** of the **contents** which forms part of a suite or part of a common design or function if the damage is restricted to a specific part or a clearly defined area. Following payment

of a total loss from an item, pair or set, **insurers** become entitled to take over ownership of and to take possession of the item, pair or set concerned.

Insurers will not pay more than £10,000 in respect of damage caused by pets.

Insurers will not pay more than £500 in respect of **money** under this part of this **Prestige Home Policy**.

Insurers will not pay more than £5,000 in respect of gold, silver, gold and silver plated articles and **outdoor items** under this **part** of this **Prestige Home Policy** for any one **event**. Coverage in excess of this amount must be specifically insured under either **part** A, C or D of this **Prestige Home Policy**.

Insurers will not pay more than £10,000 in respect of **business property** under this **part** of this **Prestige Home Policy**.

Insurers will not pay more than £10,000 in total for loss or damage to quad bikes, motorcycles under 51cc, golf buggies and electric wheelchairs.

What is covered

Insurers cover you for the events set out below:

Section 1

Contents

All risks of physical loss or damage to **contents** whilst anywhere in the world.

Section 2

Food in Freezers

Loss of or damage to the contents of **your** domestic freezer at **your home** caused by a defect in **your** freezer or by a failure of the mains electrical or gas supply.

*This section does not cover loss or damage to food held for **business purposes** or caused by the deliberate act of any gas or electricity supplier or when the **home** has become **unoccupied**.*

Section 3

Computer records

If personal or business records or facts stored in **your** computer or laptop are lost as a result of loss or damage covered under Section 1, **insurers** will pay for the cost of retrieving or reconstructing the records or facts onto **your** computer or laptop up to a maximum of £2,500 for any one **event**.

*This section does not cover loss or damage to any software, hardware or materials on which the information is recorded or resulting from an error in computer programming or instruction to **your** computer or laptop.*

Section 4

Deeds and Personal Documents

Insurers will pay up to £2,500 for the costs involved in replacing title deeds, bonds, securities and other personal documents as a result of loss or damage covered under **section** 1 of this **part**.

Part B – Contents (continued)

What is covered

Section 5

Glass and sanitary ware

Accidental breakage of windows (including the cost of replacing double glazing units), other glass, sanitary ware, ceramic hobs and solar panels for which **you** are responsible as tenant, provided that any item broken is permanently fixed to the **buildings**.

Section 6

Rent

Rent for which **you** are liable as tenant or licensee if the **building** becomes uninhabitable due to loss or damage **insurers** have agreed to pay under section 1 of this part.

The amount payable shall not exceed 20% of the aggregate **sum insured** for **contents and fine art and antiques, gold, silver, gold and silver plate** specified in the **schedule** as applicable to the **building** which is damaged or destroyed and is limited to rent for a period of 12 months.

Insurers will not pay under this section if alternative accommodation costs are paid as a result of the same loss.

Section 7

Alternative accommodation

If the **buildings** become uninhabitable due to loss or damage **insurers** have agreed to pay for under **Section 1**, **insurers** will pay the additional costs of reasonable alternative accommodation for **you** as tenant or as occupier (including the necessary cost of temporary storage of **your** furniture and costs for accommodation for domestic pets and horses). The maximum payable under this **section** is 20% of the aggregate **sum insured** for **contents and fine art, gold, silver, gold and silver plate and antiques** specified in the **schedule** as applicable to the **buildings** which is damaged or destroyed.

Section 8

Replacement of external locks and keys

If the keys of the external doors, windows or alarms of the **buildings** or of safes are lost or stolen, **insurers** will pay the costs involved in replacing locks to the external doors, windows, safes or alarms concerned.

Section 9

Religious Festivals and Wedding Gifts

The **sum insured** under **parts B and C** of this **Prestige Home Policy** is increased by 15% during the period of one month before and one month after either the wedding of **you** or a member of **your** family or a religious festival which **you** or a member of **your** family celebrate.

Section 10

Guest Personal Effects

Loss or damage to guests (excludes paying guests) **contents** caused by loss or damage covered under **Section 1** of this **part** whilst within the **home**.

Coverage under this section is limited to £5,000 any one loss.

Section 11

Fatal injury

If **you** or any member of **your household** are victims of **bodily injury** from robbery, burglary or fire whilst at your **home**; and within 12 months, the injuries received prove fatal, **insurers** will pay £5,000 per person in respect of each such fatal **bodily injury**.

Section 12

Halls of Residence or Residential Care

Loss or damage to **your contents** in any other premises or halls of residence occupied by **you** whilst at university, college or school and loss or damage to **contents** belonging to a parent or grandparent of any member of **your household** whilst at a nursing **home** or residential care **home**. Coverage under this Section is limited to £5,000 any one **event**.

Cover under this section excludes accidental damage. Theft cover is also excluded unless violent and forcible means are used to enter or leave the building concerned.

Section 13

Debris Removal

Insurers will pay up to £1,000 any one **event** for removal of debris following loss or damage to **contents** caused by loss or damage covered under **section 1**.

Part B – Contents (continued)

What is covered

Section 14

Loss of domestic heating oil and metered water

Insurers will pay up to £2,500 for loss of metered water or oil if the loss is caused by accidental damage to **your** fixed domestic water or heating installation.

Cover is not provided under this Section when the home has become unoccupied.

Section 15

New Acquisitions

Loss or damage to newly acquired **contents** provided **you** request cover for the item(s) within 60 days of acquisition, and pay **us** any required pro rata additional premium.

Cover under this **Section** is limited to 20% of the **sum insured** under this **part** and excludes cover for anything else excluded elsewhere under **part B contents**.

Section 16

Your legal liability as Tenant or Licensee

- a) Sums which **you** become legally liable to pay to the owner of the **buildings** as tenant or licensee for damage to the **buildings** caused directly caused by any of the risks insured under **part A, buildings**.

This section does not cover any legal liability:

- i) *for loss of or damage to the **buildings** caused by fire, lightning, earthquake or explosion;*
- ii) *arising from subsidence or ground heave of the site on which the **buildings** stand, or landslide;*
- iii) *arising from or caused by riot, civil commotion, industrial disputes, industrial or political disturbances or vandalism;*
- iv) *arising when the **home** has become unoccupied;*
- v) *arising out of any agreement (including a lease) except to the extent that the liability would have arisen in the absence of the agreement;*
- vi) *arising from a risk excluded under **part A buildings**.*

The most **insurers** will pay for any one claim or series of claims arising from one **event** or one source or original cause under this extension is 20% of the aggregate **sum insured** by **Part B, Contents** and **Part C, Fine Art**.

Section 17

Your liability to others

Insurers will pay up to £2,000,000 (including costs) for any one claim or series of claims arising from any one **event** or one source or original cause in respect of sums, including costs, agreed between **you** and **insurers** in writing which **you** or any member of **your household** becomes legally liable to pay to others as follows:

- a) As occupier but not as owner of the **buildings** for accidental damage to property or death or injury where the accident giving rise to the claim occurred during the currency of this **part**.
- b) In **your** personal capacity (but not connected with ownership or occupation or use of the **buildings**) for accidental damage to property or death or injury where the accident giving rise to the claims occurred during the currency of this **part**.

In addition, **insurers** cover:

Solicitors fees for:

- i) representation at any coroner's inquest or fatal accident enquiry.
- ii) defence in any court of summary jurisdiction arising out of any possible claim.

You may claim only under **Section 17** of this **part** or **Section 6 of Part F** for the same **event**, not both.

Insurers will not cover under **Section 17**

- a) *Liability for injury to any person employed by **you**;*
- b) *Liability for loss of or damage to property, which is owned by **you** or is in **your** care or belongs to or is in the care of any person employed by **you**;*
- c) *Liability outside of the United Kingdom in any country where **you** own residential property.*
- d) *Liability arising out of:*
 - i) *any transmission of any communicable disease or virus;*
 - ii) ***your** own business or that of any member of **your household**;*
 - iii) *any contract, except to the extent that the liability would have arisen in the absence of the contract;*
 - iv) *ownership, occupation possession or use of any land other than the **buildings**;*
 - v) *any deliberate act.*

Part B – Contents (continued)

What is covered

- e) *Liability arising from the ownership, possession or use of any aircraft, ship, boat, (other than hand or foot propelled craft, sailboards or surfboards), non motorised horse box while being used on a public road or any motorised land vehicle other than;*
 - i) *domestic gardening equipment (including tractors used for domestic purposes) used within the grounds of **your home**;*
 - ii) *quad bikes and motorbikes under 51cc used within the grounds of **your home**;*
 - iii) *golf buggies;*
 - iv) *a vehicle for use by a disabled person that does not require registration for the road.*
- f) *Liability for damage to property or injury to or death of anyone under a contract of service with **you** or a member of **your household**;*
- g) *Liability to any other member of **your household**;*
- h) *Liability arising from the escape of animals from land other than the **home** on which they are usually kept;*
- i) ***Bodily injury** (including death, disease and illness) and loss or damage to property arising out of the ownership, custody or control of a dog of a type specified in the Dangerous Dogs Acts 1991 and the Dangerous Dogs (Northern Ireland) Order 1991 SI.2992 (NI.21) and any amending legislation;*
- j) *Any claim made under **Part F** of this **Prestige Home Policy**.*

Section 18

Your liability to domestic employees

Insurers will pay up to £10,000,000 (including costs) for any one claim or series of claims arising from any one **event** or one source or original cause in respect of sums which **you** become legally liable to pay to domestic staff arising out of accidental injury or death caused to them and as a result of the work they are employed to do, anywhere within the **United Kingdom** or while travelling with **you** on temporary visits overseas.

*This **section** does not cover liability arising from the use of any hand, foot or motor propelled vehicle or any other hazardous activity or arising directly or indirectly out of **your** business, job or profession.*

Section 19

Irrecoverable Judgements

Insurers will pay up to £2,000,000 for any one claim or series of claims arising from any one **event** or one source or original cause if within three 3 months of a final judgment of a **United Kingdom Court** for damages (including taxed costs) given in **your** favour, and arising from **your** claim for death, injury or damage to **your** property, **you** still have not been paid in full, then if:

- a) no further appeal is possible, and
- b) had the position of **you** and the defendant been reversed, then **your** liability would have been insured under **Section 17** of this **part**, then **insurers** will make good the shortfall in exchange for an assignment of all **your** rights to pursue the recovery of the judgement.

What is not covered

Section 1

- a) The amount of the **deductible** shown in **your schedule**
- b) Loss or damage caused by:
 - i) gradual emission of smoke
 - ii) aridity, humidity; exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or **vermin**; fungus; insects; wet or dry rot

- iii) mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials
- iv) wear, tear and gradual deterioration
- v) magnetic or electrical fields
- vi) felling or lopping of trees
- vii) rising ground water levels

Part B – Contents (continued)

What is not covered

- viii) accidental damage when part of **your home** is commercially let to anyone (other than **your** relatives or personal friends)
- ix) theft or attempted theft when any part of **your home** is commercially let to anyone other than **your** relatives or personal friends (unless forcible and violent means are used to enter or leave the **building**).
- c) Loss or damage caused by coastal or river bank erosion
- d) Loss or damage to:
 - i) discs, tapes, computer software or records other than as specifically insured under **Section 3** of this **part** of this **Prestige Home Policy**
 - ii) property more specifically insured elsewhere
 - iii) property primarily used for **business purposes** other than **business property**
 - iv) animals
 - v) property in any **unattended** vehicle unless all items are hidden from view, all windows are closed and all doors and the boot are locked and violence and force are used to enter the vehicle
 - vi) quad bikes, motorbikes under 51cc or golf buggies while they are being used
 - vii) sports equipment whilst in use or play
 - viii) motor vehicles accessories other than when kept in the **building** of **your home**
- ix) bicycles:
 - whilst being used for racing or time trials or is hired or lent to anyone other than a member of **your household**
 - whilst left unattended unless secured by a suitable locking device to a fixed structure or in a locked building.
- x) trees, shrubs, hedges and other growing plants caused by flood or storm or death by natural causes (e.g. disease) or neglect
- xi) outdoor items caused by flood, storm or frost damage.
- e) Contact or corneal lenses
- f) Loss or damage when **your home** is **unoccupied** caused by:
 - i) escape of water from fixed water apparatus, pipes or tanks unless the **buildings** are kept heated to a temperature of at least 10°C or the water is shut off and the fixed water tanks, apparatus and pipes are drained
 - ii) escape of oil from any fixed domestic heating system
 - iii) vandalism
 - iv) accidental damage
 - v) theft or attempted theft
- g) Depreciation in value of contents
- h) Loss or damage excluded elsewhere under this **part**.
- i) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.

Part C – Fine Art

If this **part** is in force, **insurers** will cover the risks set out below, subject to the exceptions set out below. Insured values, limits, **deductibles** and other details specific to **you** are set out in the **schedule** and **endorsements**.

Definitions

Where a word or phrase appears in bold type please refer to the **definitions** on pages 9–13.

Basis of Settlement

If any item, pair or set suffers a total loss, **insurers** will pay on the basis of the market value of such item, pair or set immediately prior to the loss. **Insurers** will not pay more than £15,000 for any item, pair or set unless the item, pair or set concerned is individually listed in the schedule of specified items attached to the **schedule**.

If the item, pair or set concerned is individually listed in the schedule of specified items, **insurers**, will pay the **sum insured** relating to such item, pair or set or its market value immediately prior to the loss, whichever is the greater, but not exceeding either:

- a) 200% of the **sum insured** relating to the item, pair or set concerned, or
- b) The total **sum insured** in respect of this **part** as shown in the **schedule**.

If any item, pair or set suffers partial loss or damage, **insurers** will pay the cost and expense of restoration plus any resulting depreciation in value but not more than the **sum insured** for the item, pair or set concerned.

Following payment of a total loss from an item, pair or set, **insurers** become entitled to take over ownership of and to take possession of the item, pair or set concerned.

What is covered

Insurers cover you for the events set out below:

Section 1

Fine art, gold, silver, gold and silver plate and antiques

All risks of physical loss of or damage to **fine art, gold, silver, gold and silver plate and antiques**, whilst anywhere in the world.

Section 2

Vaulted items

All risks of physical loss of or damage to **vaulted fine art, gold, silver, gold and silver plate and antiques** whilst within the bank vault or depository specified in the **schedule** including during any temporary removal for up to a total of 30 days during any one **period of insurance**.

Section 3

New Acquisitions

Loss or damage to newly acquired **fine art, gold silver, gold and silver plate and antiques** provided **you** request cover for the item(s) within 60 days of acquisition, and pay **us** any required pro rata additional premium.

Cover under this **Section** is limited to 20% of the **sum insured** under this **part** and excludes cover for anything else excluded elsewhere under **part C Fine art, gold silver, gold and silver plate and antiques**.

Part C – Fine Art (continued)

What is not covered

- a) Any loss or damage caused by:
 - i) gradual emission of smoke
 - ii) chewing, fouling scratching or tearing by **your** domestic pets
 - iii) aridity, humidity; exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or **vermin**; fungus; insects; wet or dry rot
 - iv) mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials
 - v) wear, tear and gradual deterioration
 - vi) felling or lopping of trees
 - vii) accidental damage when part of **your home** is commercially let to anyone (other than your relatives or personal friends)
 - viii) theft or attempted theft when any part of **your home** is commercially let to anyone other than **your** relatives or personal friends (unless forcible and violent means are used to enter or leave the **building**)
- b) Loss or damage resulting from subsidence or ground heave or landslip which has been caused by coastal or river bank erosion
- c) Loss or damage to property in any **unattended** vehicle unless all items are hidden from view, all windows are closed and all doors and the boot are locked
- d) Loss or damage when **your home** is **unoccupied** caused by:
 - i) escape of water from fixed water apparatus, pipes or tanks unless the **buildings** are kept heated to a temperature of at least 10°C or the water is shut off and the fixed water tanks, apparatus and pipes are drained;
 - ii) escape of oil from any fixed domestic heating system;
 - iii) vandalism;
 - iv) accidental damage;
 - v) theft or attempted theft.
- e) Loss or damage resulting from rising ground water levels
- f) **Fine art, gold, silver, gold and silver plate and antiques** held for **business purposes**
- g) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.

Part D – Personal Possessions

If this **part** is in force, **insurers** will cover the risks set out below, subject to the exceptions set out under what insurers do not cover below. Insured values, limits, **deductibles** and other details specific to **you** are set out in the **schedule** and **endorsements**. General conditions, exclusions and cancellation provisions, which apply to all **parts** are set out on pages 14, 15, 16 and 4.

Definitions

Where a word or phrase appears in bold type please refer to the **definitions** on pages 9–13.

Basis of Settlement

Insurers will at **your** option repair or pay the cost of replacement of the lost or damaged property without deduction

for wear, tear or depreciation. **Insurers** will not pay more than £5,000 for any item, pair or set unless the item, pair or set concerned is individually listed in the schedule of specified items and attached to the **schedule**. If the item, pair or set concerned is individually listed in the schedule of specified items, **insurers**, will pay the **sum insured** relating to such item, pair or set. If any item, pair or set suffers partial loss or damage, **insurers** will pay the cost and expense of restoration plus any resulting depreciation in value but not more than the **sum insured** for the item, pair or set concerned.

Following payment of a total loss from an item, pair or set, **insurers** become entitled to take over ownership of and to take possession of the item, pair or set concerned.

What is covered

Insurers cover you for the events set out below:

Section 1

Personal possessions

All risks of physical loss of or damage to **personal possessions**, whilst anywhere in the world.

Section 2

Vaulted personal possessions

All risks of physical loss of or damage to **vaulted personal possessions** whilst within the bank vault or depository specified in the **schedule** including during any temporary removal worldwide for up to 30 days during the period of insurance.

Section 3

Money and Credit cards

Loss or theft of **money** and **credit cards** as per the sums insured shown on your schedule. **Insurers** will in addition pay **you** any sum that **you** become legally liable to pay if **your credit cards** are used without **your** permission after being lost or stolen but only after **you** have complied with all the terms and conditions under which the credit cards were issued. All loss or theft of **credit cards** incidents must be reported to the police. Loss or theft of **credit cards** should also be reported to the card issuer.

*This section does not cover exchange rate losses, shortages caused by mistakes and **credit cards** which **you** have for the purpose of **your business**.*

Section 4

New Acquisitions

Loss or damage to newly acquired **Personal Possessions** provided **you** request cover for the item(s) within 60 days of acquisition, and pay **us** any required pro rata additional premium.

Cover under this **Section** is limited to 20% of the **sum insured** under this **part** and excludes cover for anything else excluded elsewhere under **part D Personal Possessions**.

Part D – Personal Possessions (continued)

What is not covered

- a) The amount of the deductible shown in **your schedule**.
- b) Loss or damage caused by exposure to extremes of temperature humidity or dryness, to moisture, light or heat; mechanical or electrical fault or breakdown; corrosion; moth or **vermin**; inherent defect; cleaning, renovation, repair, restoration or the like; misuse; defective materials; defective workmanship.
- c) Loss of or damage to:
 - i) **jewellery** and watches from travel **baggage** (including handbags) unless at the time of loss, it is being carried by hand by **you**, a member of **your household**, **your** domestic employees, nominated companion or by a courier approved by **insurers** and is under the constant personal supervision of the person concerned;
 - ii) guns whilst in use;
 - iii) property in any unattended vehicle unless all items are hidden from view, all windows are closed and all doors and the boot is locked;
 - iv) **photographic equipment** and musical instruments used for profit or **business purposes**.
- d) Loss or damage caused by:
 - i) depreciation in value;
 - ii) accidental damage where **your home** is commercially let to anyone (other than your relatives or personal friends);
 - iii) theft or attempted theft when any part of **your home** is commercially let to anyone other than **your** relatives or personal friends (unless forcible and violent means are used to enter or leave the **building**).
- e) Coastal or river bank erosion.
- f) Loss or damage in **your home** when **unoccupied** and caused by:
 - i) escape of water from fixed water apparatus, pipes or tanks unless the **buildings** are kept heated to a temperature of at least 10°C or the water is shut off and the fixed water tanks, apparatus and pipes are drained;
 - ii) escape of oil from any fixed domestic heating system;
 - iii) vandalism;
 - iv) accidental damage;
 - v) theft or attempted theft.
- g) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.

Part E – Family Legal Protection, Identity Fraud and Emergency Property Assistance

Home and Legacy Insurance Services Limited have arranged, through FirstAssist Insurance Services Limited, to provide **you** with a special separate package of Family Legal Protection, Identity fraud and Emergency Property Assistance.

Family Legal Protection and **Identity fraud** are underwritten by Great Lakes Reinsurance (UK) PLC. Emergency Property Assistance is underwritten by Europ Assistance Insurance Limited.

Part E is a self-contained coverage, separate from the remainder of this policy. The General Conditions pages 14–15, and General Exclusions page 16 and Cancellation provisions page 4 do however also apply to this **part**.

Definitions

Many of the words and phrases used in this **part** of the policy have special meanings. These words appear in **bold type**, please refer to the **definitions** on pages 9–13.

Personal Legal Medical and Tax Helplines

A full telephone advisory service is available for advice on any legal, medical or tax problem directly affecting **you**.

The helpline service may be used to discuss any private legal or medical problems 24 hours a day, 365 days a year. Simply telephone **0845 070 1228** and press '**option 1**' – the service is there to help **you**. Do not hesitate to make full use of it!

To ensure that an accurate record is available, all telephone calls are recorded.

Telephone Counselling

A confidential telephone service to provide assistance with problems such as **identity fraud**, bereavement, stress and family matters.

To access this service contact the Helpline on **0845 070 1228** and press '**option 1**'. The service is available 24 hours a day, 365 days a year.

We accept no responsibility for failure of these services for reasons outside **our** control.

Section 1

Family Legal Protection

Family Legal Protection insurance is “claims made” legal expenses insurance which means that subject to the terms of this policy, **you** are covered for claims under this insurance as long as during the **period of insurance**:

- a) **You** become aware; and
 - b) **You** notify Us;
- of an **event** which may give rise to such a claim.

For the avoidance of doubt, if there is more than one **event** arising from the same cause then **you** must tell **us** as soon as possible after the first such **event**.

Please also note the Exclusions, Special Conditions and Important Notice below that are specific to this **section**.

IMPORTANT NOTICE applicable to Section 1 of Part E

You must tell **us** about a claim as soon as possible and certainly within 180 days of the **event** giving rise to a claim – also see Condition 1. **You** must do this by telephoning **us** on **0845 070 1228** and selecting '**option 2**'. Delay in notifying **us** may prejudice **your** claim.

Any **Legal costs and expenses you** incur before **your** claim has been accepted by **us** will not be covered under the policy – see Condition 2 on page 35.

Limit of Indemnity – Family Legal Protection

The maximum liability of the **insurer** under this Section of **Part E** during any one **period of insurance** shall not exceed £100,000 for any one **event**.

Part E – Family Legal Protection, Identity Fraud and Emergency Property Assistance (continued)

What is covered	What is not covered
<p>Family Legal Protection Section</p> <p>The insurer will pay legal costs and expenses, up to the limit of indemnity, which relate to any legal proceedings within the territorial limits and are notified to us during the period of insurance in respect of:</p> <ol style="list-style-type: none"> 1. Personal Injury <ol style="list-style-type: none"> a) the cost of you taking legal proceedings against another person or organisation as a result of an event which causes your death or bodily injury; 2. Consumer <ol style="list-style-type: none"> a) the cost of you taking legal proceedings against another person or organisation as a result of: <ol style="list-style-type: none"> i) a dispute over a contract for buying, selling or renting goods or services; ii) a person or organisation breaking the requirements of Part 11, section 13 of the Data Protection Act 1998 and where breaking those requirements results in you losing money. b) the cost of defending legal proceedings brought against you as a result of a dispute over a contract for buying, selling or renting goods or services; 3. Property <ol style="list-style-type: none"> a) the cost of you taking legal proceedings against another person or organisation as a result of: <ol style="list-style-type: none"> i) a person or organisation interfering with your legal rights relating to your home. You must be legally entitled to live in the home; ii) an event which causes loss of or damage to your home. b) the cost of defending legal proceedings brought against you as a result of you allegedly interfering with another person's legal rights in connection with you owning or living in your Home. You must be legally entitled to live in the home; 	<p>Any amount exceeding £100,000 in respect of each event notified during the period of insurance.</p> <ol style="list-style-type: none"> 1. Any claim <ol style="list-style-type: none"> a) arising from or relating to the actual or alleged negligence of any medical practitioner; b) arising from any gradually developing disease or condition; c) solely or predominantly in respect of mental injury, nervous shock, mental anguish or stress. 2. Any claim where the amount in dispute: <ol style="list-style-type: none"> a) is less than £100; b) exceeds £5,000 in respect of contractual disputes with members of the building and allied trades; <p>Any dispute</p> <ol style="list-style-type: none"> a) over a contract or alleged contract which you entered into prior to the start of this insurance; b) connected with letting, subletting, or allowing another person to live in your home. <ol style="list-style-type: none"> 3. Legal costs and expenses in respect of any matter where a contract exists or has previously existed between you and the other party to the dispute;

Part E – Family Legal Protection, Identity Fraud and Emergency Property Assistance (continued)

What is covered	What is not covered
<p>4. Employment</p> <ul style="list-style-type: none"> a) the cost of you taking legal proceedings against your employer over your contract of employment; b) the cost of defending legal proceedings brought against you as a result of a prosecution arising from your normal duties as an employee. This includes civil proceedings under the Race Relations Act 1976, the Sex Discrimination Act 1986, the Disability Discrimination Act 1995, the Data Protection Act 1998 or any Acts which replace or change these. <p>5. Tax</p> <ul style="list-style-type: none"> a) the cost of your Appointed Representative acting for you in a full enquiry by the Inland Revenue into your income and records with a view to assessing your liability under: <ul style="list-style-type: none"> i) Section 19, Schedule E of the Taxes Act 1988, relating to your wages/salary and pension; ii) Section 18, Schedule D of the Taxes Act 1998 relating to income received on investments in the UK, provided that this cannot be your main source of income. <p>6. Legal Defence</p> <p>the cost of defending legal proceedings arising from any act or omission or alleged act or omission by you relating to your prosecution in a court of criminal jurisdiction provided always that in the defence of any criminal legal proceedings charges are dismissed or you are acquitted.</p>	<p>4.</p> <ul style="list-style-type: none"> a) the defence of any motoring prosecutions; b) the defence of civil legal proceedings that are connected with your duties as a member of a profession or your duties as a director or officer of any company <p>5.</p> <ul style="list-style-type: none"> a) any tax, interest or penalties you may have to pay to the Inland Revenue; b) any case where you or your tax advisor has not taken every reasonable care to act according to tax legislation; c) anything to do with a tax return which arrived after the legal deadline, or did not arrive at all; d) an enquiry by the Inland Revenue which is only concerned with one or more specific areas of your tax return and which is not considered by the Inland Revenue to be a full enquiry; e) any Inland Revenue investigation or enquiry when they allege, or it becomes clear that they suspect, fraud; f) any income earned by you as a self-employed person; g) any money which has to be paid, or which the insurer has already paid if you withdraw, without our agreement, from the defence of a full enquiry by the Inland Revenue; h) any matter connected with a money-making activity (other than your contract of employment or a normal private investment) or personal liability including: <ul style="list-style-type: none"> i) a business, trade or profession; ii) a personal venture for gain; iii) a share in a partnership or a joint venture for gain; iv) an investment which is not listed on a recognised UK stock exchange; or v) a personal guarantee or indemnity. <p>6.</p> <ul style="list-style-type: none"> a) any legal costs and expenses arising from or relating to any legal proceedings involving the ownership, possession, hiring or use of a motor vehicle or water craft.

Part E – Family Legal Protection, Identity Fraud and Emergency Property Assistance (continued)

What is covered	What is not covered
<p>7. Legal Defence – Motor the cost of defending any legal proceedings arising from your prosecution in a court of criminal jurisdiction where it is alleged that there has been an infringement of road traffic laws or regulations arising from or relating to the use of a vehicle and where you are at risk of losing your driving licence provided always that in the defence of any criminal legal proceedings charges are dismissed or you are acquitted.</p> <p>8. Clinical Negligence the pursuit of any civil legal proceedings arising from a single negligent act of surgery, clinical or medical procedure.</p> <p>9. Jury Service The insurer will pay you an allowance if you have to attend for jury service, provided that such attendance commences during the period of insurance and within territorial limits.</p>	<p>7. a) any legal costs and expenses arising from or relating to a motor prosecution which involves an allegation that you were driving a motor vehicle whilst affected by or under the influence drink or drugs; b) any legal costs and expenses arising from or relating to a motor prosecution which involves an allegation that you were driving a motor vehicle whilst disqualified.</p> <p>8. Any claim a) solely or predominantly in respect of mental injury, nervous shock, mental anguish or stress.</p> <p>9. The maximum the insurer will pay for an incident in this respect is £150 per day up to total of £25,000 in aggregate.</p>

Section 1 – Exclusions – applicable to Section 1

Family Legal Protection

(Refer also to the Special Conditions that apply to this Section of the cover)

The **insurer** will not be liable for **legal costs and expenses** in respect of:

1. any **event** occurring prior to, or existing at the inception of this policy and which **you** knew (or ought reasonably to have known) was likely to give rise to **legal proceedings**;
2. any matter to which we have not given **our** written consent;
3. any **legal proceedings** where a reasonable estimate of any **legal costs and expenses** to be paid would exceed a realistic financial valuation of **your** claim;

4. any **legal proceedings** arising from **your** intentional wrongdoing or an act or omission committed with reckless disregard as to its consequences;
5. the defence of any criminal proceedings unless charges are dismissed or **you** are acquitted;
6. any matter arising from, or relating to any business or trading activity or venture for gain undertaken by **you** including but not limited to any personal guarantee (whether for gain or not) or investment in unlisted companies. This exclusion does not apply to any claims brought by **you** under **Part E, Section 1, Employment**;
7. the defence of any civil **legal proceedings** that are connected with:
 - i) death, disease or illness of or **bodily injury** to any person;
 - ii) **your** duties as a member of a profession or **your** duties as a director or officer of any company;
 - iii) loss, destruction or damage to any property;

Part E – Family Legal Protection, Identity Fraud and Emergency Property Assistance (continued)

8. any **legal costs and expenses** you could claim under any other insurance;
9. any **legal proceedings** over loss or damage covered under a specific insurance policy;
10. any **legal costs and expenses** in respect of a dispute with an **insurer** over a contract of insurance where the dispute relates only to the amount payable for a claim or the way in which a claim should be settled;
11. any **legal proceedings** between any members of **your household** (this does not apply to accidents involving motor vehicles);
12. any **legal proceedings** between **you** and **your** husband, wife or partner or former husband, wife or partner. This includes **legal proceedings** relating to custody, access or maintenance;
13. damages, fines or penalties of any nature incurred by **you** in **legal proceedings**;
14. any **legal proceedings** brought outside the **territorial limits**;
15. the pursuit or defence of any action alleging defamation or malicious falsehood;
16. the defence of any **legal proceedings** arising from or relating to **your** actual or alleged dishonesty, fraud or malicious conduct unless such **legal proceedings** are successfully defended;
17. any **legal proceedings** between **you** and a local or government authority, unless **you** could lose money if the case is not successful, or concerning the imposition of statutory charges;
18. any application for judicial review;
19. **Legal proceedings** in constitutional, international, or supranational Courts or tribunals other than the European Court of Justice and the Commission and Court of Human Rights;
20. a dispute with **us** or the **insurer** that is not dealt with under Special Condition 4 on page 36.
21. any **legal proceedings** arising directly or indirectly from;
 - i) Equipment failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all;
 - ii) Computer viruses, including any program or software which prevents any operating system, computer program or software working properly or at all.

This does not apply to any claim relating to compensation for **bodily injury**.

Part E – Family Legal Protection, Identity Fraud and Emergency Property Assistance (continued)

Section 2

Identity Fraud

Identity fraud cover is “claims made” legal expenses insurance which means that subject to the terms of this policy, **you** are covered for claims under this insurance as long as during the **period of insurance**:

- a) **You** become aware; and
- b) **You** notify **us**;
of an event which may give rise to such a claim.

For the avoidance of doubt, if there is more than one event arising from the same cause then **you** must tell **us** as soon as possible after the first such event.

IMPORTANT NOTICE applicable to Section 2 of Part E

You must tell **us** about a claim as soon as possible and certainly within 180 days of the **event** giving rise to a claim – see Special condition 1. **You** must do this by telephoning **us** on **0845 070 1228** and selecting ‘**option 2**’. Delay may also prejudice **your** claim.

Any **legal costs and expenses you** incur before **your** claim has been accepted by **us** will not be covered under the policy – see Special condition 2.

Limit of Indemnity – Identity Fraud

The maximum liability of the **insurer** under **Section 2** of **Part E** during any one **period of insurance** shall not exceed the £50,000 any one **event**.

What is covered

1. Identity Fraud

- a) In the **event** that **you** become aware of and can substantiate **identity fraud**, the **insurer**, agrees, to pay **legal costs and expenses** up to the limit of indemnity, within the **territorial limits** in respect of:
 - i) reasonable legal fees incurred in defending a claim by a financial institution;
 - ii) ancillary costs to notarise fraud affidavits or similar documents necessary to prove **your** innocence regarding any financial irregularities committed unlawfully;
 - iii) remove judgments wrongly entered against **you**
 - iv) challenge the accuracy of information in a consumer credit rating report;
 - v) communication costs incurred in dealing with Financial Institutions, Police and Credit agencies;
 - vi) fees charged for reapplying for a loan which has been rejected;
- b) The **insurer** will also pay **your** lost earnings as result of time away from **work** to attend police, financial institutions and credit agencies.

Provided that any such **event** above is as a result of **identity fraud**.

What is not covered

1.
 - a) any amount exceeding £50,000 in respect of each **event** notified during the **period of insurance**;
 - b) any **event** occurring prior to, or existing at the inception of this policy and which **you** knew (or ought reasonably to have known) was likely to give rise to a claim under this **part**;
 - c) any matter to which the **insurer** have not given written consent;
 - d) any **identity fraud** which is committed by a member of **your household**;
 - e) any **identity fraud** connected with **your business**, profession or occupation;
 - f) any expenses **you** could claim under any other insurance;
 - g) any expenses incurred due to any fraudulent, dishonest or criminal act by **you** or any person in connection with **you**;
 - h) any **identity fraud** which has arisen because **you** have failed to hold or dispose of **your** data safely, and to the satisfaction of **your** bank;
 - i) any claim where **you** have not followed the procedures required by **your** bank or other financial institution with regard to the **identity fraud**;

Part E – Family Legal Protection, Identity Fraud and Emergency Property Assistance (continued)

What is covered	What is not covered
	<p>j) any claim until you have followed and exhausted the procedures set out by your bank or other financial institution, and other non-legal complaints processes (e.g. Ombudsman services) to recover any monies due to you;</p> <p>The maximum the insurer will pay for an incident in this respect is £150 per day up to total of £25,000 in aggregate.</p>

Section 2 – Conditions applicable

Identity Fraud

(Refer also to the Special Conditions that apply)

Your duties

You must, within 24 hours of discovering any circumstances that lead **you** to believe that **you** might have become a victim of **identity fraud**:

- a) notify the police and request a crime reference number:
Note: **you** may be asked to provide this reference to any company **you** deal with in the course of restoring **your** identity;
- b) notify **your** banks, credit card/loan companies and other account holders;
- c) request a copy of **your** credit file from one of the following major credit reference agencies (a charge of £2 will be made to provide this information) to help to establish when **identity fraud** occurred. Inform the reference agency to note **your** file to state that **you** have suffered **identity fraud**:
 - Call Credit – <http://www.callcredit.co.uk>
Consumer Services Team,
PO Box 491, Leeds LS3 1WZ
 - Equifax – <http://www.equifax.co.uk>
Box 1140, Bradford BD1 5US
 - Experian – <http://www.experian.co.uk>
PO Box 9000, Nottingham NG80 7WP

- d) take any further measures that are necessary to prevent further damage to **your** identity. **You** can obtain useful guidance from **our** Helpline.
- e) co-operate with **us** at all times and provide **us** with all information that **we** request from **you**;
- f) take all reasonable measures to minimise the risk or likelihood of claims and the cost of the claim;
- g) obtain **our** written consent prior to incurring any costs.

If **you** fail to comply with these conditions, the **insurer** may refuse to pay any claim or part of a claim arising as a result of **your** failure.

Sections 1 and 2 – Special Conditions

Family Legal Protection and Identity Fraud

1. Notification of claims

You must tell **us** about a claim as soon as possible and within 180 days of the **event** giving rise to a claim. **You** must do this by telephoning **us** on **0845 070 1228** and selecting '**option 2**'. Delay may prejudice **your** claim.

2. Consent

Our consent to pay **legal costs and expenses** must be obtained in writing. **Legal costs and expenses** incurred before such consent is given will not be covered. **We** will give **you our** consent if **you** can satisfy **us** that:

- a) there are reasonable **prospects of successfully** pursuing or defending the **legal proceedings**;
and
- b) it is reasonable in all the circumstances for **legal costs and expenses** to be provided in a particular case.

Part E – Family Legal Protection, Identity Fraud and Emergency Property Assistance (continued)

The decision to grant consent may require, at **your** expense, the opinion of the **Appointed Representative** and in some cases an opinion of Counsel on the merits of **legal proceedings**. If the claim is subsequently admitted the costs of such opinions will be covered under the policy.

If **you** decide to commence or continue **legal proceedings** for which **we** have denied consent on ground 2a) above and is successful, the **insurer** will pay **legal costs and expenses** as if **we** had given **our** consent in the first instance.

The **insurer** may discontinue indemnity if, during the **legal proceedings**, **we** consider that reasonable **prospects of successfully** pursuing or defending the **legal proceedings** no longer exist.

3. Minimising Claims or Legal proceedings

You must take all reasonable measures to minimise the risk or likelihood of claims and the cost of **legal proceedings**. This includes, but is not limited to, **you** and any agent or **Appointed Representative** complying with any pre-action, costs or other protocol that applies to any claim for **legal costs and expenses** which form the basis of a claim under this policy.

4. Arbitration

Any dispute between **you** and **us** in respect of this policy may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties. Failing agreement, the arbitrator shall be nominated by the President of the appropriate Law Society, Bar Council or other professional body within the **territorial limits**.

The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of **us**, **your** costs shall not be recoverable under this policy.

This procedure does not prejudice any right that **you** have recourse to any other complaints procedure to which the **insurer** subscribes or to the **Courts**.

5. Fraudulent Claims

This policy shall be voidable at the discretion of the **insurer** if **you** make any request for payment under this policy:

- a) knowing it to be fraudulent or false in any way; or
- b) in circumstances where **you** ought reasonably to have known that the claim was false or fraudulent in any way; or
- c) where there is collusion between parties to a dispute.

6. Conduct of Legal proceedings

a) Nomination of the Appointed Representative

We are able to provide **you** with a lawyer who is experienced in handling work of this nature and will be bound by **our** pre-agreed quality standards. **You** are however free to select **your** own **appointed representative** to act in any **legal proceedings** to which **we** have consented. The name and address of the nominee must be sent to **us** prior to appointment. **We** may refuse to accept such a nomination. Any dispute arising from the nomination procedure may be referred to arbitration in accordance with Special Condition 4. In the event of claims arising from or relating to **your** contract of employment the **appointed representative** will be one of **our** employment consultants.

In selecting the **appointed representative** **you** shall have regard to the common law duty to minimise the cost of **legal proceedings**. In all cases the **appointed representative** shall be appointed in the name of and on behalf of **you**.

b) All information to be given to the Appointed Representative

The **Appointed Representative** must be given all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in **your** possession. **You** must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested.

c) Access to the Appointed Representative

We are entitled to obtain from **your** **Appointed Representative** any information, document or advice relating to a claim under this insurance, whether or not privileged. On request **you** will give any instructions necessary to ensure such access.

Part E – Family Legal Protection, Identity Fraud and Emergency Property Assistance (continued)

d) Instruction of counsel or appointment of expert witnesses

If the **Appointed Representative** wishes to instruct counsel or appoint expert witnesses **we** will not unreasonably withhold **our** consent. The names of counsel or the expert witnesses must be submitted to **us** together with an explanation of the necessity for such action.

e) Appeal Procedure

Our consent must be obtained if **you** wish to appeal against the judgment of a **Court**. A written application must be submitted to **us** at least ten working days before the final date for lodging the appeal. The application must state the reasons for bringing the appeal. **We** will inform **you** of **our** decision.

You must co-operate in an appeal against the judgment of a **Court** at **our** request.

f) Where a claim is unlikely to exceed the small claims track limit

Where the value of the amount in dispute is unlikely to exceed the small claims track limit, **we** may carry out **our** own investigation and may attempt to negotiate a settlement. **You** will not unreasonably withhold agreement to any such settlement.

g) Our right to pay you instead of paying legal costs and expenses

We may elect to pay **you** a reasonable sum not exceeding the realistic estimated value of any claim instead of paying **legal costs and expenses**. Such decision will be entirely at **our** discretion and will be in full and final settlement of **your** claim.

h) Offer of settlement

You must inform **us** in writing as soon as an offer to settle **legal proceedings** is received or payment into **Court** is made. **You** will not unreasonably withhold consent to the **appointed representative** making an offer to settle the **legal proceedings**.

You must not enter or offer to enter into any agreement to settle without **our** prior written consent. Any such agreement must take into account the **insurer's** interest in the recovery of costs.

If **you** unreasonably withhold agreement to a settlement **we** reserve the right to withdraw **our** support.

i) Withdrawal by you

Where the **insurer** has provided an indemnity for **legal costs and expenses** and **you** withdraw from **legal proceedings** without **our** agreement, the **insurer** shall be entitled to reimbursement of all **legal costs and expenses** paid.

j) Payment of Legal costs and expenses

You must not, without **our** written consent, enter into any agreement with the **Appointed Representative** as to payment of **legal costs and expenses**.

All bills relating to any **legal proceedings** which **you** receive from the **Appointed Representative** should be forwarded to **us** without delay.

Bills must be certified by **you** to the effect that the charges have been properly incurred and that **we** are authorised to settle on **your** behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested, **you** must ask the **Appointed Representative** to submit the bill of costs for assessment or certification by the appropriate Law Society or **Court** in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of any **legal costs and expenses** does not imply that all **legal costs and expenses** will be paid. If **you** are in doubt **we** should be consulted.

k) Recovery of costs and expenses

You, through the **appointed representative**, shall be responsible for the repayment to the **insurer** of any:

- i) award of costs made in **your** favour; or
- ii) costs agreed to be paid to **you** as part of a settlement.

When the total amount of **legal costs and expenses** incurred is within the Limit of Indemnity, **you** and the **insurer** will share any **legal costs and expenses** that are recovered according to the proportion paid.

When the total amount of **legal costs and expenses** exceeds the Limit of Indemnity, **you** and the **insurer** shall have priority over any other parties with an interest in any costs recovery. **You** and the **insurer** shall share such recovery according to the proportion paid, subject to the **insurer's** right of recovery being restricted to the Limit of Indemnity.

Part E – Family Legal Protection, Identity Fraud and Emergency Property Assistance (continued)

Section 3

Emergency Property Assistance

Limit of Indemnity

The maximum liability of the **insurer** under **Section 3 of Part E**, for an **emergency** occurring during the **period of insurance** shall not exceed £500 including VAT for the cost of call-out charges, up to two hours labour, **parts** and materials and £250 for one night's alternative accommodation in the locality of the **home**, if **you** cannot gain access to the **home** following the occurrence of an insured **emergency**.

What is covered	What is not covered
<p>Emergency Property Assistance Please note the Special Conditions specific to Section 3 of this Part E</p> <p>The insurer agrees to provide indemnity up to £500 including VAT for the cost of call-out charges, up to two hours labour, parts and materials, for an emergency that occurs during the period of insurance, within the territorial limits.</p> <ol style="list-style-type: none"> 1. The home's plumbing or drainage system has failed or has been damaged and if not dealt with quickly, flooding or internal water damage is likely as a result of that failure or damage; 2. The home's internal electricity supply system has failed completely or broken down and if not dealt with quickly will: <ol style="list-style-type: none"> a) make the home uninhabitable; or b) cause you unreasonable discomfort; 3. The home's only permanently-installed cooking system has failed completely or broken down and if not dealt with quickly this is likely to cause you unreasonable discomfort; 4. The home's external locks, doors or windows have either failed completely or been damaged and as a result this has made the home insecure; 5. The home's Primary heating system has failed completely or broken down and if not dealt with quickly will: <ol style="list-style-type: none"> a) Make the home uninhabitable; or b) Cause you unreasonable discomfort; 6. You have: <ol style="list-style-type: none"> a) lost your only key to the home; b) there is no other available key; and you are unable to gain normal access to the property. 	<p>The insurer will not pay for claims arising directly or indirectly from or relating to:</p> <ol style="list-style-type: none"> a) an event which is not an emergency; b) any system, equipment or facility which has not been properly installed, maintained, serviced or kept in repair in accordance with the manufacturer's instructions or has been incorrectly used or modified or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect; c) any decorative or cosmetic part of any equipment; d) your own negligence, except in relation to an insured emergency as set out under 'What is covered' or deliberate act; e) food, drinks, telephone calls or other incidental expenses; the lighting of boilers or the incorrect operation or routine adjustment of time or temperature controls; f) garages, outbuildings, cess pits, septic tanks or fuel tanks; g) claims arising when the home becomes unoccupied; h) the interruption or disconnection of utility services to the home however caused, or the failure or breakdown of the electricity or water or gas supply or gas leaks; i) call-out charges, materials, labour charges or other costs covered by a manufacturer's, supplier's or installer's guarantee or warranty; j) loss or damage to any property that has arisen from the provision of or delay in providing the services under this section unless negligence on our part can be proven; k) malfunction to any computer software or operating systems; l) charges which are more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses the claim;

Part E – Family Legal Protection, Identity Fraud and Emergency Property Assistance (continued)

What is covered	What is not covered
<p>7. The roofing, downpiping/guttering system has either failed or been damaged and flooding or internal water damage is a likely consequence of that failure or damage.</p> <p>In the event of the home being made uninhabitable or you are unable to gain access as a result of an emergency as specified in 1 to 7 the insurer will pay up to £250 including VAT for one night's alternative accommodation in the locality of the home:</p> <ul style="list-style-type: none"> a) for you; and b) any other person normally resident in the home (other than a tenant or a fee-paying guest), provided that the insurer has given prior consent to that cost. 	<ul style="list-style-type: none"> m) charges arising from your failure to comply with a reasonable request from the insurer or our agent concerning the assistance being provided to you; n) where at or before the start of this insurance in our reasonable opinion you were aware that a claim was likely to be made; o) charges the insurer has not approved or authorised as to amount and purpose; p) call-out charges if there is no-one at the home when the contractor arrives; q) any additional charges or costs incurred at your request in fitting replacement parts or components of a superior specification to the original; r) charges where the insurer has not been notified promptly of the emergency prior to expenses being incurred and the insurer has incurred extra expense as a result of your failure; s) charges where having contacted the insurer, you arrange for work to be carried out by other means; t) fraud or where false information has been provided to the insurer; u) confiscation, nationalisation, compulsory purchase, requisition, destruction of or controls placed on or damage to property by or under the order of any government or public or local authority; v) the insurer will not pay any monies towards or for, the cost of a replacement cooking or primary heating system;

Special Conditions – Section 3

Emergency Property Assistance

1. Your duties

You must:

- a) take reasonable care of and maintain the **home** and its equipment in good order and take all reasonable steps to prevent loss or damage;
- b) notify the **insurer** promptly of any change in details of the **home**;
- c) co-operate with the **insurer** at all times and provide the **insurer** with all information that the **insurer** requests from **you**;
- d) **You** must take all reasonable steps to have permanent repairs effected to the **home** following an **emergency**.

The **insurer** may take proceedings at its own expense in **your** name to recover any money paid under this insurance.

If **you** fail to comply with these conditions, the **insurer** may refuse to pay any claim or part of a claim arising as a result of **your** failure.

2. Waiver

If the **insurer** waive(s) any right or breach of any term of this policy, this will not waive any other right or later breach.

3. Transferring your rights

You cannot transfer **your** rights under this policy. A person, partnership (whether limited or not) or company who is not a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

Part E – Family Legal Protection, Identity Fraud and Emergency Property Assistance (continued)

4. Notices

We may send notices and letters on behalf of the **insurer** to the address set out in the policy **schedule**. **Our** address is set out in the Customer Care section on page 8 of the policy wording and notices and letters will be accepted on behalf of the **insurer** at that address.

5. Disputes

Either **you** or the **insurer** may refer any dispute to an arbitrator who will be a solicitor or barrister. If the **insurer** cannot agree on an arbitrator the Chartered Institute of Arbitrators will choose one. The arbitration will be under the Arbitration Acts in force and will be binding on the parties. If the arbitrator decides that **you** should pay the costs of the arbitration, the **insurer** will not pay these under this policy.

6. Making a Claim

All requests for assistance must be made to the **Home & Legacy Helpline** and not to the **contractor** direct otherwise the claim will not be covered. **You** must telephone the **Home & Legacy Helpline** on **0845 070 1228** and select 'option 3'.

The **Home & Legacy Helpline** will discuss with **you** the assistance **you** require and obtain a suitable **contractor** provided that the **work** is not prevented by any of the following:

- a) adverse weather conditions;
- b) industrial disputes (official or otherwise);
- c) failure of the public transport system, including the road and railway networks and repairs to them; or
- d) other circumstances preventing access to the **home** or making it impractical to carry out the necessary **work**.

The **Home & Legacy Helpline** and the **contractor** will have reasonable discretion as to when and how **work** is undertaken.

An incident which could result in serious property damage or personal injury should be notified immediately to the appropriate utility supplier and/or the emergency services.

If **you** have followed the correct claims procedure above the **contractor** will charge the cost of all **work** covered by this insurance directly to the **insurer**.

Part F – Multi Trip Travel Insurance

Home and Legacy has arranged to provide **you** with a special package of Multi Trip Travel Insurance which covers **you** for **trips** up to 45 day durations (17 days for winter sporting activities – if **you** have extended **your** cover to include **Sections 9 and 10** of this **part**) anywhere in the world. This part is a self-contained coverage, separate from the remainder of this policy. The general conditions, exclusions and cancellation provisions set out on pages 14, 15, 16 and 4 do however apply to this **part**.

Please also note the claims conditions, general exclusions and important conditions relating to health on pages 53, 54 55 and 56 which are specific to this **part** of the policy.

The information in this **part** of the policy provides details of the Multi Trip travel cover and the conditions and exclusions relating to each **insured person**. It is the basis on which all claims under this **part** will be settled. **Your schedule** will indicate if this **part** of the insurance is included.

In return for having accepted **your** premium **we** will in the event of **bodily injury**, death, illness, disease, loss, theft, damage, legal liability or other specified events happening within the **period of insurance** provide insurance in accordance with the operative **sections** of this **part** as shown on **your schedule**. The **schedule** and any endorsements are all part of the policy.

United Kingdom residents

Multi Trip travel insurance is only available to **you** if **you** are permanently resident in the **United Kingdom** and registered with a medical practitioner in the **United Kingdom**.

The Law applicable to this part

Your policy is governed by English law unless **you** and **we** have agreed otherwise. **You** and **we** are free to choose the law applicable to this **part**. As **we** are based in England, **we** propose to apply the laws of England and Wales and by purchasing this **part** **you** have agreed to this.

Policy Deductible

Under most **sections** of this **part**, claims will be subject to a **deductible**. This means that **you** will be responsible for paying the first part of each claim made under those **sections**.

Age eligibility

The age limit for this insurance is 79 years and as such, this **part** is not available to anyone aged 80 or over. If you reach the age of 80 during the **period of insurance**, cover will continue until the next renewal date but not thereafter.

Definitions

Where a word or phrase appears in bold type please refer to the definitions on pages 9–13.

This part of the policy is underwritten by AXA Insurance UK plc which is authorised and regulated by the Financial Services Authority. This can be checked on the FSA’s register or by visiting the FSA’s website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Sports and activities covered

The following lists detail the sports and activities that this **part** will cover. If **you** are participating in any other sports or activities not mentioned, please telephone **our** customer helpline on +44 (0) 20 7553 2404 as **we** may be able to offer cover for an additional premium. Details of those sports and activities for which **you** have purchased cover will be added to **your schedule**.

Covered as standard without charge

No cover under Section 6 – Personal liability for those sports or activities marked with *

abseiling (within organisers guidelines)	basketball	curling
administrative, clerical or professional occupations	beach games	cycling (no racing)
aerobics	billiards/snooker/pool	deep sea fishing
amateur athletics (track and field)	body boarding (boogie boarding)	* driving any motorised vehicle for which you are licenced to drive in the United Kingdom (other than in motor rallies or competitions)
archaeological digging	bowls	elephant riding/trekking
archery	* camel riding canoeing (up to grade 2 rivers)	falconry
assault course	* clay pigeon shooting	fell walking/running
badminton	climbing (on climbing wall only)	fencing
banana boating	cricket	
baseball	croquet	

Part F – Multi Trip Travel Insurance (continued)

Covered as standard without charge (continued)		
No cover under Section 6 – Personal liability for those sports or activities marked with *		
fishing fives flying as a fare paying passenger in a fully licensed passenger carrying aircraft football (amateur only and not main purpose of trip) *glass bottom boats/bubbles * go karting (within organisers guidelines) golf handball horse riding (excluding competitions, racing, jumping and hunting) hot air ballooning (organised pleasure rides only) *hovercraft driving/passenger hurling (amateur only and not main purpose of trip) indoor climbing (on climbing wall) * jet boating (no racing) * jet skiing (no racing) jogging *karting (no racing) kayaking (up to grade 2 rivers) korfball mountain biking (no racing) netball octopush orienteering * paint balling/war games (wearing eye protection) pony trekking	*power boating (no racing and non-competitive) * quad biking (no racing) racket ball rambling refereeing (amateur only) ringos roller skating/blading/in line skating (wearing pads and helmets) rounders rowing (no racing) running (non-competitive and not marathon) safari trekking (must be organised tour) *sailing/yachting (if qualified or accompanied by a qualified person and no racing) sand boarding sand dune surfing/skiing sand yachting scuba diving up to depth of 18 metres (if qualified or accompanied by qualified instructor and not diving alone) * shooting/small bore target/rifle range shooting (within organisers guidelines) skateboarding (wearing pads and helmets) sledging (not on snow) snorkelling softball spear fishing (without tanks) *speed sailing	squash students working as counsellors or university exchanges for practical course work (non manual) surfing swimming swimming with dolphins swimming/bathing with elephants Sydney harbour bridge (walking across roped together) table tennis *tall ship crewing (no racing) ten pin bowling tennis trampolining tree canopy walking trekking/hiking/walking up to 2,500 metres above sea level tug of war volleyball wake boarding water polo water skiing/water ski jumping whale watching wind surfing/sailboarding wind tunnel flying (pads and helmets to be worn) zip lining/trekking (safety harness must be worn) zorbing/hydro zorbing/sphering

Covered if the appropriate winter sports premium has been paid		
No cover under Section 6 – Personal liability for those sports or activities marked with *		
airboarding big foot skiing blade skating dry slope skiing glacier skiing/walking husky dog sledding (organised, non-competitive with local driver) *ice go karting (within organisers guidelines) ice skating *ice windsurfing	kick sledging ski – blading ski boarding ski run walking skiing on piste** skiing – mono skiing - off piste with a guide** sledging/tobogganing * sledging/sleigh riding as a passenger (pulled by horse or reindeer) snow blading	snow boarding on piste** snow boarding - off piste with a guide** snow shoe walking snow tubing winter walking (using crampons and ice picks only) ** A piste is a recognised and marked ski run within the resort boundaries.

What is covered

Section 1

Cancellation or Curtailment charges

We will pay **you** up to £5,000 for any irrecoverable unused travel and accommodation costs (including excursions up to £250) and other pre-paid charges which **you** have paid or are contracted to pay together with any reasonable additional travel expenses incurred if:

- a) cancellation of the **trip** is necessary and unavoidable or
- b) the **trip** is **curtailed** before completion

as a result of any of the following events occurring:

1. The death; **bodily injury**; illness or complications arising as a direct result of pregnancy of:
 - a) **you**
 - b) any person with whom **you** are travelling or have arranged to travel with
 - c) any person with whom **you** have arranged to reside temporarily
 - d) **your close relative**
 - e) **your close business associate**.
2. Compulsory quarantine, jury service attendance or being called as a witness at a Court of Law of **you** or any person with whom **you** are travelling or have arranged to travel with.
3. **Redundancy** (provided employment has been on a continuous full time basis with the same employer for at least 24 months and qualifies for payment under current United Kingdom redundancy payment legislation and at the time of booking the **trip** there was no reason to believe anyone would be made redundant) of **you** or any person with whom **you** are travelling or have arranged to travel with.
4. **You** or any person with whom **you** are travelling or have arranged to travel with are a member of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have your/their authorised leave cancelled for operational reasons, provided that such cancellation or **curtailment** could not reasonably have been expected at the time this insurance is purchased by **you** or at the time of booking any **trip**.

What is not covered

Section 1

Cancellation or Curtailment charges

1. The **deductible** which is the first £100 of each and every incident giving rise to a claim.
2. The cost of Airport Departure Duty.
3. Any claims arising directly or indirectly from:
 - a) **Redundancy** caused by or resulting from misconduct leading to dismissal or from resignation or voluntary **redundancy** or where a warning or notification of **redundancy** was given prior to the date this insurance is purchased by **you** at the time of booking any **trip**.
 - b) Circumstances known to **you** prior to the date this insurance is purchased by **you** at the time of booking any trip which could reasonably have been expected to give rise to cancellation or **curtailment** of the **trip**.
4. Travel tickets paid for using any airline mileage reward scheme, for example Air Miles.
5. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme.
6. Normal pregnancy, without any accompanying **bodily injury**, disease or complication.

This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases. Normal childbirth would not constitute an unforeseen event.

7. Anything mentioned in the General Exclusions on pages 55 & 56.

You should also refer to the important conditions relating to health on page 54.

Part F – Multi Trip Travel Insurance (continued)

What is covered	What is not covered
<p>5. The Police requesting you to remain at or return to your home due to serious damage to your home caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.</p> <p>Special conditions relating to claims</p> <ol style="list-style-type: none"> You must get a medical certificate from a medical practitioner and the prior approval of AXA Assistance to confirm the necessity to return home prior to curtailment of the trip due to death, bodily injury, illness or complications arising as a direct result of pregnancy. If you fail to notify the travel agent, tour operator or provider of transport/accommodation immediately it is found necessary to cancel the trip our liability shall be restricted to the cancellation charges that would have applied had failure not occurred. If you cancel the trip due to: <ol style="list-style-type: none"> stress, anxiety, depression or any other mental or nervous disorder that you are suffering from you must provide a medical certificate from a consultant specialising in the relevant field or any other bodily injury, illness or complications arising as a direct result of pregnancy you must provide a medical certificate from a medical practitioner. <p>Stating that this necessarily and reasonably prevented you from travelling.</p> <p>Section 2 Emergency medical and other expenses</p> <p>We will pay you up to £5,000,000 for the following expenses which are necessarily incurred within 12 months of the incident as a result of your suffering unforeseen bodily injury or illness and/or compulsory quarantine:</p> <ol style="list-style-type: none"> Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred: <ol style="list-style-type: none"> outside the United Kingdom or within the Channel Islands. Emergency dental treatment for the immediate relief of pain (to natural teeth only) up to a limit of £200 incurred: <ol style="list-style-type: none"> outside the United Kingdom or within the Channel Islands. 	<p>Section 2 Emergency medical and other expenses</p> <ol style="list-style-type: none"> The deductible which is the first £100 of each and every claim per incident claimed for under this section. Any claims arising directly or indirectly in respect of: <ol style="list-style-type: none"> Costs of telephone calls, other than: <ol style="list-style-type: none"> calls to AXA Assistance notifying and dealing with the problem for which you are able to provide receipts or other reasonable evidence to show the cost of the calls and the numbers you telephoned any costs incurred by you when you receive calls on your mobile from AXA Assistance for which you are able to provide receipts or other reasonable evidence to show the costs of the calls.

Part F – Multi Trip Travel Insurance (continued)

What is covered

3. If **you** die outside the **United Kingdom** the reasonable additional cost of funeral expenses abroad up to a maximum of £1,500 plus the reasonable cost of conveying your ashes to **your home**, or the additional costs of returning **your** body to **your home**.
4. Reasonable additional transport (economy class) and/or accommodation expenses incurred, up to the standard of **your** original booking, if it is medically necessary for **you** to stay beyond **your** scheduled return date.

This includes, with the prior authorisation of **AXA Assistance**, reasonable additional transport or accommodation expenses for a travelling companion, friend or **close relative** to remain with **you** or travel to **you** from the **United Kingdom** or escort **you** and additional travel expenses to return **you** to **your home** if **you** cannot use the return ticket.

5. With the prior authorisation of **AXA Assistance**, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **you** to **your home** if it is medically necessary. Repatriation expenses will be in respect only of the identical class of travel utilised on the outward journey unless **AXA Assistance** agree otherwise.

Special conditions relating to claims

1. **You** must notify **AXA Assistance** or **us** as soon as possible of any **bodily injury** or illness which necessitates **your** admittance to hospital as an in-patient or before any arrangements are made for **your** repatriation.
2. If **you** suffer bodily injury or illness **we** reserve the right to move **you** from one hospital to another and arrange for **your** repatriation to the **United Kingdom** at any time during the **trip**. **We** will do this if in the opinion of the **medical practitioner** in attendance or **AXA Assistance** **you** can be moved safely and / or travel safely to the **United Kingdom** to continue treatment.

What is not covered

- b) The cost of treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury** or illness which necessitated **your** admittance into hospital.
- c) Any expenses which are not usual, reasonable or customary to treat **your bodily injury** or illness.
- d) Any form of treatment or surgery which in the opinion of the **medical practitioner** in attendance and **AXA Assistance** can be delayed reasonably until **your** return to the **United Kingdom**.
- e) Expenses incurred in obtaining or replacing medication, which **you** know **you** will need at the time of departure or which will have to be continued outside the **United Kingdom**.
- f) Additional costs arising from single or private room accommodation.
- g) Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by **AXA Assistance**.
- h) Any expenses incurred after **you** have returned to the **United Kingdom**.
- i) Expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication.
- j) **Your** decision not to be repatriated after the date when in the opinion of **AXA Assistance** it is safe to do so.
- k) Normal pregnancy, without any accompanying **bodily injury**, disease or complication.

This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases. Normal childbirth would not constitute an unforeseen event.

3. Anything mentioned in the General Exclusions on pages 55 and 56.

You should also refer to the important conditions relating to health on page 54.

Part F – Multi Trip Travel Insurance (continued)

What is covered	What is not covered
<p>Section 3 Hospital Benefit</p> <p>We will pay you £10 for every complete 24 hours you have to stay in hospital as an in-patient:</p> <ul style="list-style-type: none"> a) outside the United Kingdom b) within the Channel Islands <p>up to a maximum of £500 as a result of bodily injury or illness you sustain. We will pay the amount above in addition to any amount payable under Section 2 – Emergency medical and other expenses.</p> <p><i>This payment is meant to help you pay for additional expenses such as your visitors taxi fares and phone calls incurred during your stay in hospital.</i></p> <p>Special condition relating to claims</p> <p>You must give notice as soon as possible to AXA Assistance or us of any bodily injury or illness which necessitates your admittance to hospital as an in-patient.</p>	<p>Section 3 Hospital Benefit</p> <ol style="list-style-type: none"> 1. Any claims arising directly or indirectly from: <ul style="list-style-type: none"> a) Any additional period of hospitalisation relating to treatment or surgery, including exploratory tests, which are not directly related to the bodily injury or illness which necessitated your admittance into hospital. b) Hospitalisation relating to any form of treatment or surgery which in the opinion of the medical practitioner in attendance and AXA Assistance can be delayed reasonably until your return to the United Kingdom. c) Any additional period of hospitalisation relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre. d) Hospitalisation as a result of a tropical disease where you have not had the recommended inoculations and/or taken the recommended medication. e) Any additional period of hospitalisation following your decision not to be repatriated after the date when in the opinion of AXA Assistance it is safe to do so. 2. Anything mentioned in the General Exclusions on pages 55 and 56.
<p>Section 4 Personal Accident</p> <p>Special Definitions applicable to Section 4</p> <p>Loss of limb</p> <p>Loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.</p> <p>Loss of sight</p> <p>Means total and irrecoverable loss of sight which shall be considered as having occurred:</p> <ul style="list-style-type: none"> a) in both eyes if your name is added to the Register of Blind persons on the authority of a fully qualified ophthalmic specialist and b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale. 	<p>Section 4 Personal Accident</p> <ol style="list-style-type: none"> 1. Anything mentioned in the General Exclusions on page pages 55 and 56.

Part F – Multi Trip Travel Insurance (continued)

What is covered

What is not covered

BENEFIT	All Ages to 70 years inclusive
1. Death	£25,000
2. Loss of one or more limbs and/or loss of sight in one or both eyes	£25,000
3. Permanent total disablement	£25,000

Special conditions relating to claims

Our medical practitioner may examine **you** as often as they consider necessary if **you** make a claim.

Provisions

Benefit is not payable to **you**:

- a) Under more than one of items 1, 2. or 3.
- b) Under item 3. until one year after the date **you** sustain **bodily injury**
- c) Under item 3. if **you** are able or may be able to carry out any relevant occupation.

Section 5**Delayed Baggage and Loss of Passport**

1. We will pay **you** up to £250 for the emergency replacement of clothing, medication and toiletries if your **baggage** is temporarily lost in transit during your outward journey and not returned to **you** within 12 hours of its loss, provided **you** obtain and send to **us** written confirmation from the carrier, confirming the number of hours the **baggage** was delayed.

If the loss is permanent the amount **we** pay **you** will be deducted from the final amount of any settlement to be paid under **Part C, Contents** or **Part D – Personal Possessions**.

2. We will pay **you** up to £200 for reasonable additional travel and accommodation expenses incurred necessarily outside the **United Kingdom** to obtain a replacement of **your** passport or visa which has been lost or stolen outside the **United Kingdom**.

Section 5**Delayed Baggage and Loss of Passport**

1. Loss, theft of or damage to your passport left unattended at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in **your** locked accommodation.
2. Loss or damage due to delay, confiscation or detention by customs or other authority.
3. Loss or damage caused by wear and tear, depreciation (loss of value), deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.

Part F – Multi Trip Travel Insurance (continued)

What is covered	What is not covered
<p>Section 6 Personal Liability</p> <p>We will pay up to £2,000,000 (inclusive of legal costs and expenses) against any amount you become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause in respect of accidental:</p> <ul style="list-style-type: none"> a) bodily injury, death illness or disease to any person who is not in your employment or who is not a close relative or member of your household. b) Loss of or damage to property that does not belong to and is neither in the charge of or under the control of you, a close relative, anyone in your employment or any member of your household other than any temporary holiday accommodation occupied (but not owned) by you. <p>You may claim only under Section 6 of this part or Section 20 of Part B for the same event, not both.</p> <p>Special conditions relating to claims</p> <ol style="list-style-type: none"> 1. You must give us written notice as soon as possible of any incident, which may give rise to a claim. 2. You must send us every writ, summons, letter of claim or other document as soon as you receive it. 3. You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without our permission in writing 4. We will be entitled to take over and carry out in your name the defence of any claims for indemnity or damages or otherwise against any third party. We shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and you shall give us all necessary information and assistance which we may require. 5. If you die, your legal representative(s) will have the protection of this cover provided that such representative(s) comply(ies) with the terms and conditions outlined in this policy. 	<p>Section 6 Personal Liability</p> <ol style="list-style-type: none"> 1. Compensation or legal costs arising directly or indirectly from: <ul style="list-style-type: none"> a) Liability which has been assumed by you under agreement unless the liability would have attached in the absence of such agreement. b) Pursuit of any business, trade, profession or occupation or the supply of goods or services. c) Ownership possession or use of vehicles aircraft or watercraft (other than surfboards or manually propelled rowing boats, punts or canoes). d) The transmission of any communicable disease or virus. e) Ownership or occupation of land or buildings (other than occupation only of any temporary holiday accommodation where we will not pay for the first £100 of each and every claim arising from the same incident). 2. Anything mentioned in the General Exclusions on pages 55 and 56.

Part F – Multi Trip Travel Insurance (continued)

What is covered	What is not covered
<p>Section 7 Delayed Departure</p> <p>If departure of the public transport on which you are booked to travel is delayed at the final departure point from or to the United Kingdom for at least 12 hours from the scheduled time of departure due to:</p> <ul style="list-style-type: none"> a) strike or b) industrial action or c) adverse weather conditions or d) mechanical breakdown of or a technical fault occurring in the public transport on which you are booked to travel <p>we will pay you:</p> <ul style="list-style-type: none"> i) £50 for the first completed 12 hours delay and £50 for each full 12 hours delay thereafter up to a maximum of £250 or ii) Up to £5,000 for any irrecoverable unused travel and accommodation costs and other pre-paid charges which you have paid or are contracted to pay if after a delay of at least 12 hours has elapsed, you choose to cancel your trip. <p>You may claim only under subsection i) or ii) above for the same event, not both.</p> <p>You may claim only under Section 8 – Missed departure or Section 7 – Delayed departure for the same event, not both.</p> <p>Special conditions relating to claims</p> <ol style="list-style-type: none"> 1. You must check in according to the itinerary given to you. 2. You must get written confirmation from the carriers (or their handling agents) of the number of hours of delay and the reason for the delay. 3. You must comply with the terms of contract of the travel agent, tour operator or transport provider. 	<p>Section 7 Delayed Departure</p> <ol style="list-style-type: none"> 1. The deductible which is the first £100 of each and every incident giving rise to a claim under subsection ii) 2. Claims arising directly or indirectly from: <ul style="list-style-type: none"> a) Strike or industrial action or air traffic control delay existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip. b) an aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any similar body in any country. 3. Anything mentioned in the General Exclusions on pages 55 and 56.

Part F – Multi Trip Travel Insurance (continued)

What is covered	What is not covered
<p>Section 8 Missed Departure</p> <p>We will pay you up to £500 for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching your overseas destination or returning to the United Kingdom if you fail to arrive at the international departure point in time to board the public transport on which you are booked to travel on the initial international journey of the trip as a result of:</p> <ol style="list-style-type: none"> 1. the failure of other public transport or 2. an accident to or breakdown of the vehicle in which you are travelling or 3. an accident or breakdown happening ahead of you on a motorway or dual carriage way which causes an unexpected delay to the vehicle in which you are travelling or 4. strike, industrial action or adverse weather conditions. <p>You may claim only under Section 8 – Missed departure or Section 7 – Delayed departure for the same event, not both.</p> <p>Special conditions relating to claims</p> <ol style="list-style-type: none"> 1. If you make a claim caused by any delay happening on a motorway or dual carriage way you must get written confirmation from the Police or emergency breakdown services of the location, reason for and duration of the delay. 2. You must allow sufficient time for the public transport or other transport to arrive on schedule and to deliver you to the departure point. 	<p>Section 8 Missed Departure</p> <ol style="list-style-type: none"> 1. The deductible which is the first £100 of each and every incident giving rise to a claim. 2. Claims arising directly or indirectly from: <ol style="list-style-type: none"> a) Strike or industrial action existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip. b) An accident to or breakdown of the vehicle in which you are travelling for which a professional repairers report is not provided. c) Breakdown of any vehicle owned by you if the vehicle has not been serviced properly and maintained in accordance with manufacturers instructions. d) An aircraft or sea vessel being withdrawn for service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any similar body in any country. 3. Additional expenses where the scheduled public transport operator has offered reasonable alternative travel arrangements. 4. Anything mentioned in the General Exclusions on pages 55 and 56.

Part F – Multi Trip Travel Insurance (continued)

What is covered	What is not covered
<p>Section 9 – cover under this section is only operative if your schedule states – winter sports included</p> <p>Hire of ski equipment</p> <p>We will pay you up to £20 per day for the accidental loss of, theft of or damage to or temporary loss in transit for more than 24 hours to your own ski equipment or up to a maximum of £200 for the reasonable cost of hiring replacement ski equipment as a result of the accidental loss of, theft of or damage to of your own ski equipment.</p> <p>Special conditions relating to claims</p> <ol style="list-style-type: none"> You must report to the local Police within 24 hours of discovery and obtain a written report of the loss, theft or attempted theft of your own ski equipment If ski equipment is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel you must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If ski equipment is lost, stolen or damaged whilst in the care of an airline you must: <ol style="list-style-type: none"> get a Property Irregularity Report from the airline. give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please keep a copy) keep all travel tickets and tags for submission if you are going to make a claim under this policy. You must keep receipts for items lost, stolen or damaged as these will help you to substantiate your claim. 	<p>Section 9 – cover under this section is only operative if your schedule states – winter sports included</p> <p>Hire of ski equipment</p> <ol style="list-style-type: none"> Loss, theft of or damage to ski equipment contained in or stolen from an unattended vehicle: <ol style="list-style-type: none"> overnight between 9 p.m. and 9 a.m. (local time) or at any time between 9 a.m. and 9 p.m. (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view. Loss or damage due to delay, confiscation or detention by customs or other authority Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown. Anything mentioned in the General Exclusions on page 55 and 56.
<p>Section 10 – cover under this section is only operative if your schedule states – winter sports included</p> <p>Ski pack</p> <p>We will pay you:</p> <ol style="list-style-type: none"> Up to £200 for the unused portion of your ski pack (ski school fees, lift passes and hired ski equipment) following your bodily injury or illness. Up to £150 for the unused portion of your lift pass if you lose it 	<p>Section 10 – cover under this section is only operative if your schedule states – winter sports included</p> <p>Ski pack</p> <p>Anything mentioned in the General Exclusions on pages 55 and 56.</p> <p>Special conditions relating to claims</p> <p>You must provide written confirmation to us from a medical practitioner that such bodily injury or illness prevented you from using your ski pack.</p>

Part F – Multi Trip Travel Insurance (continued)

What is covered	What is not covered
<p>Section 11 Overseas legal expenses and assistance</p> <p>We will pay you up to £25,000 for legal costs to pursue a civil action for compensation if someone else causes you bodily injury, illness or death.</p> <p>Where there are two or more insured persons insured by this policy, then the maximum amount payable by us for all such claims shall not exceed £50,000.</p> <p>Special conditions relating to claims</p> <ol style="list-style-type: none"> We shall have complete control over the legal case through agents they nominate, by appointing agents of their choice on your behalf with the expertise to pursue your claim. You must follow our agent's advice and provide any information and assistance required within a reasonable timescale. You must advise us of any offers of settlement made by the negligent third party and you must not accept any such offer without our permission We will decide the point at which your legal case cannot usefully be pursued further. After that no further claims can be made against us. We may include a claim for our legal costs and other related expenses. We may, at our own expense, take proceedings in your name to recover compensation from any third party in respect of any amounts paid under this policy. You must give us any assistance we require from you and any amount recovered shall belong to us. 	<p>Section 11 Overseas legal expenses and assistance</p> <p>We shall not be liable for:</p> <ol style="list-style-type: none"> Any claim where in our opinion there is insufficient prospect of success in obtaining reasonable compensation. Legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, carrier, us, AXA Assistance, AXA Assistance Group Limited or their agents, someone you were travelling with, a person related to you, or another insured person. <p>Legal costs and expenses incurred prior to our written acceptance of the case.</p> <ol style="list-style-type: none"> Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation. Any claim where legal costs and expenses are based directly or indirectly on the amount of compensation awarded (for example a Contingency Fee Agreement). Legal costs and expenses incurred in any claim which is capable of being pursued under a conditional fee agreement. Legal costs and expenses incurred if an action is brought in more than one country. Any claim where in our opinion the estimated amount of compensation payment is less than £1,000 for each insured person. Travel, accommodation and incidental costs incurred to pursue a civil action for compensation. The costs of any Appeal. Claims occurring within the United Kingdom. Claims by you other than in your private capacity. Anything mentioned in the General Exclusions on pages 55 and 56.

Claims Conditions

You must comply with the following conditions to have the full protection of **your** Multi Trip cover provided under **Part F**

If **you** do not comply we may at our option cancel the cover under this **part** of the policy or refuse to deal with **your** claim or reduce the amount of any claim payment.

Claims

You must notify **us** preferably by phone at the address given below, depending on the type of claim:

All Claims except claims under Section 11 – Overseas legal expenses

Call **AXA Assistance** on +44 (0) 844 811 0917 between 9am and 5pm Monday to Friday to request a claim form or write to: **AXA Assistance** Claims Centre, PO Box 54098, London, SW20 8UU.

For claims under Section 11 – Overseas legal expenses only

Call **AXA Assistance** on +44 (0) 1737 815201 or Fax +44 (0) 1737 815882

You can call 24 hours a day.

What you must do after making a claim

- Provide us with written details of **your** claim within 31 days or as soon as possible thereafter
- Tell us and provide **us** with full details in writing if someone is holding **you** responsible for damage to their property or bodily injury to them. Send **us** immediately any writ, summons letter of claim or other document **you** receive.
- Supply at **your** own expense all information, evidence, details of household insurance and medical certificates as required by **us**. **We** reserve the right to require **you** to undergo an independent medical examination at **our** expense. **We** may also request and will pay for a post mortem examination.
- Retain any property which is damaged, and, if requested, send it to **us** at **your** own expense.

If **we** pay a claim for the full value of the property and it is subsequently recovered or there is any salvage then it will become **our** property. **We** may refuse to reimburse **you** for any expenses for which **you** cannot provide receipts or bills.

Important Conditions Relating to Health

You must comply with the following conditions to have the full protection of **your** cover under **Part F**.

If **you** do not comply **we** may at our option cancel the cover or refuse to deal with **your** claim or reduce the amount of any claim payment.

1. It is a condition of this policy that **you** will not be covered under Section 1 – Cancellation or curtailment charges, Section 2 – Emergency medical and other expenses, Section 3 – Hospital benefit and Section 4 – Personal accident for any claims arising directly or indirectly from:

a) At the time of taking out this policy:

i) Any **pre-existing medical condition you** have, unless **we** have agreed to provide cover.

Medical conditions should be referred to **your insurance intermediary** or Home and Legacy for assessment. A medical declaration form will need to be completed and returned to Home and Legacy for assessment. Home and Legacy Insurance Services Limited can be contacted by calling **0844 893 8360**.

ii) Any **medical condition** for which **you** have received a terminal prognosis.

iii) Any medical condition **you** are aware of but for which **you** have not had a diagnosis.

iv) Any medical condition for which **you** are on a waiting list for or have knowledge of the need for surgery, in patient treatment or investigation at a hospital, clinic or nursing home.

v) Any circumstances **you** are aware of that could reasonably be expected to give rise to a claim on this policy

unless **you** have been given our agreement.

b) At any time:

i) Any **medical condition you** have in respect of which a **medical practitioner** has advised **you** not to travel or would have done so had **you** sought his or her advice (but despite which you still travelled).

ii) Any surgery, treatment or investigation for which **you** intend to travel outside of the **United Kingdom** or within the Channel Islands to receive (including any expenses incurred due to the discovery of other **medical conditions** during and/or complications from these procedures).

iii) Any **medical condition** for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**.

iv) **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.

c) If **your** health changes after the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued, **you** must contact **your insurance intermediary** or telephone Home and Legacy on **0844 893 8360** to make sure **your** cover is not affected.

You should also refer to the General Exclusions on pages 55 and 56.

General Exclusions

Applicable to all Sections of Part F

We will not pay for claims arising directly or indirectly from:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under **Section 2 – Emergency medical and other expenses**, **Section 3 – Hospital benefit** and **Section 4 – Personal accident** unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any **trip**.

For the purpose of this exclusion terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

2. **Your** pursuit of winter sports unless **sections 9 and 10** are shown as operative in **your schedule**, in which case cover will apply to:
 - a) the winter sports shown in the list on page 42
 - b) any other winter sports shown as covered in **your schedule**.
3. **Your** participation in or practise of any professional sports or professional entertaining.
4. **Your** participation in or practise of any other sport or activity, manual work or racing unless:
 - i) shown as covered without charge in the list on pages 41 and 42 or
 - ii) shown as covered in **your schedule**.
5. **Your** wilfully, self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, alcohol abuse, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a **medical practitioner**, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).
6. **Your** own unlawful action or any criminal proceedings against **you**.

7. Any other loss, damage or additional expense following on from the **event** for which **you** are claiming, unless we provide cover under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **bodily injury**, illness or disease.
8. Operational duties of a member of the Armed Forces (other than claims arising from authorised leave being cancelled due to operational reasons, as provided for under sub **section 4** of **Section 1**. Cancellation or Curtailment charges).
9. **Your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised the public not to travel.

Emergency and Medical Service

In the event of a serious illness or accident which may lead to in-patient hospital treatment or before any arrangements are made for repatriation or in the event of **curtailment** necessitating **your** early return home **you** must contact **AXA Assistance**. The service is available to **you** and operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for hospital admission, repatriation and authorisation of medical expenses. If this is not possible because the condition requires immediate emergency treatment **you** must contact **AXA Assistance** as soon as possible. Private medical treatment is not covered unless authorised specifically by **AXA Assistance**.

Medical assistance abroad

AXA Assistance has the medical expertise, contacts and facilities to help should **you** be injured in an accident or fall ill. **AXA Assistance** will also arrange transport home when this is considered to be medically necessary or when **you** have notice of serious illness or death of a **close relative** at home.

Payment for medical treatment abroad

If **you** are admitted to a hospital or clinic while abroad, **AXA Assistance** will arrange for medical expenses covered by the policy to be paid direct to the hospital or clinic. To take advantage of this benefit someone must contact **AXA Assistance** for **you** as soon as possible.

For simple out-patient treatment, **you** should pay the hospital or clinic yourself and claim back medical expenses from **us** on **your** return to the **United Kingdom**. Beware of requests for **you** to sign for excessive treatment or charges. If in doubt regarding any such requests, please call **AXA Assistance** for guidance.

Contact **AXA Assistance** on telephone number:
+44 (0) 844 811 0916

General Exclusions (continued)

Reciprocal health agreements

EU, EEA or Switzerland

If **you** are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland **you** are strongly advised to obtain a European Health Insurance Card (EHIC) from **your** local Post Office. **You** can also apply online through www.dh.gov.uk/travellers or by calling **0845 606 2030**. This will entitle **you** to benefit from the reciprocal health care arrangements which exist between countries within the EU/EEA or Switzerland.

In the event of liability being accepted for a medical expense which has been reduced because **you** have used either a European Health Insurance Card or private health insurance, **we** will not apply the **deductible** under **Section 2 – Emergency medical and other expenses**.

Australia

If **you** require medical treatment in Australia **you** must enrol with a local MEDICARE office. **You** do not need to enrol on arrival but **you** must do this after the first occasion **you** receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found in the Health advice for Travellers booklet available from **your** local Post Office or by visiting www.dh.gov.uk/travellers or the MEDICARE website on www.hic.gov.au Alternatively please call **AXA Assistance** for guidance.

If **you** are admitted to hospital immediate contact must be made with **AXA Assistance** as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE.

Contact **AXA Assistance** on telephone number:
+44 (0) 844 811 0916