

**contact** For further information please contact your intermediary or call us on **0844 893 8360**. Visit our website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)

## PRINCIPAL 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/Pages/register/or](http://www.fsa.gov.uk/Pages/register/or) by contacting the FSA on 0845 606 1234. Please note that telephone calls may be recorded and/or monitored.

ACPERHL1119/1 06.10

## Useful numbers

Home & Legacy Insurance Services Ltd T 0844 893 8360  
If you are calling from abroad T +44 (0)203 118 7777  
F 0844 893 8386  
Emergency Property Assistance T 0845 070 1228 – Select Option 3  
Legal and Identity Theft T 0845 070 1228 – Select Option 1  
– Advice T 0845 070 1228 – Select Option 1  
– Claims T 0845 070 1228 – Select Option 2

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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 **Principal 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 9–11.

Principal Home 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/Pages/register/](http://www.fsa.gov.uk/Pages/register/) or by contacting the FSA on **0845 606 1234**.

The insurance for Parts A, B, C and D is underwritten by the **insurer** who is named in **your 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 **insurers** are authorised and regulated by the Financial Services Authority and this can also be checked on the FSA's register.

## Your Policy

**Your** Principal Home insurance policy is made up of several parts which must be read together as they form **your** contract.

The parts of the policy are:

- this Introduction, the General Exclusions and General Conditions, all of which apply to all sections of the policy
- the parts of cover selected by **you**, including the definitions, the exclusions and conditions which apply to the parts selected
- the **schedule**, which details the parts of the cover **you** have selected, and which includes all **endorsements** applied to the policy while the policy is in force.

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

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

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

Any word or expression in the policy which has a specific meaning has the same meaning wherever it appears in the policy. Refer to the definitions on page 9.

The **insurers** will compensate **you** in accordance with and subject to the terms of this policy in consideration of the payment of the premium for the **period of insurance**.

# How your cover works

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

**Your** policy ends at midnight on the last day of each **period of insurance**.

## Changes to your circumstances

Please tell Home and Legacy 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 42 of this policy for details of circumstances that **you** should tell **us** about.

## Cancellation

### Cancelling your policy within the first 14 days

We want **you** to be happy with **your** policy. If, having examined **your** insurance documentation, **you** decide not to proceed **you** may cancel the insurance, within 14 days of concluding the contract; or the day **you** receive **your** policy documentation if that is later.

**You** can do this by contacting **us** or the **insurance intermediary** through whom **you** arranged this insurance. If **you** choose to cancel the policy, provided **you** have not made a claim, **you** will be entitled to a full refund of the premium paid. If **you** have made a claim the amount of refund will be calculated proportionately for the time for which **you** have been covered based on the annual premium payable. Where an **event** has occurred which may give rise to a total loss claim the full annual premium may be payable.

If **you** choose to cancel this policy any additional optional benefits that **you** have selected will also be cancelled.

**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** policy, **we** will assume that **you** wish **your** policy to continue for the agreed **period of insurance**.

### Cancelling your policy after the first 14 days

**We** and/or the **insurer** can cancel this Principal 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 **you** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered, plus an administration fee of £50 to cover Home & Legacy's costs. As long as **you** have not claimed during the current **period of insurance** the amount of refund will be calculated on a proportionate basis for the time for which **you** have been covered based on the annual premium payable plus the additional charge of £50 for administration (subject to Insurance Premium Tax, where applicable). Where an **event** has occurred which has resulted in a claim or which may give rise to a claim, the full annual premium may be payable to us.

If the policy is cancelled after 14 days, any optional add-ons (travel insurance) will automatically be cancelled.

If the amount due when **you** cancel the policy is more than the amount **you** have paid **you** may be asked to pay the difference.

## Financial Services Compensation Scheme

**You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** or **insurers** cannot meet our liabilities. Further information about compensation scheme arrangements is available from the FSCS. Information can be obtained by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting them at:

Financial Services Compensation Scheme  
7th Floor, Lloyds Chambers  
Portsoken Street  
London, E1 8BN

Tel: **0207 892 7300**  
Email: [enquiries@fscs.org.uk](mailto:enquiries@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 **you** are free to choose the law applicable to this policy. **your** policy will be governed by the law of England and Wales unless **you** and **Insurers** have agreed otherwise.

## Telephone Recording

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

# How to make a claim

Check **your schedule** and 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**.
- If **you** are abroad and would like to contact **us** to make a claim please call **0203 118 7777**.
- For loss or damage discovered outside normal business hours that is an **emergency**, please contact the **Home & Legacy Helpline** on **0845 070 1228** and select 'option 1', quoting **your** policy number and the name of the **insurer**. These details can be found on **your** policy **schedule**.
- Make any reasonable repairs as soon as possible but keep the bills as these may form part of **your** claims. 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 from **your insurance intermediary**. Claim forms are also available from our website. [www.homeandlegacy.co.uk](http://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. **you** should also refer to General Condition 8 on page 43.
- 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.

## 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 select 'option 2' to notify **your** claim and to obtain prior approval before **you** incur any expenses.
- Within 24 hours of discovering any circumstances that led **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
  - 3 take any further measures that are necessary to prevent further damage to **your** identity. **You** can also obtain further guidance by calling the Counselling **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 & 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 & 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 the **insurer** – **you** should also refer to the further information provided under the 24 Hour Emergency Property Assistance and Legal Helplines on page 7.

# 24-Hour Emergency Property Assistance and Legal Helplines

## 24-Hour Emergency Property Assistance and Legal Helplines

Your policy provides you with access to a number of **helplines**. Please note that any telephone calls that you make to these **helplines** are confidential but 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 & 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 – Immediate help is available 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 & Legacy Helpline** immediately on **0845 070 1228**, select 'option 3' and provide details of the problem.

### What will happen next?

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:

- 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 & 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:

The Customer Satisfaction Manager,  
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](mailto: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** Fax: **01444 459320**.

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

# Definitions

## Definitions

Many of the words and phrases used in this **Principal Home Policy** have special meanings. These words are highlighted throughout the whole of the policy wording by the use of bold print.

**Acts of Parliament** – All **Acts of Parliament** referred to in this policy include any subsequent amendments or re-enactments of those Acts and any equivalent legislation which is enforceable within the **territorial limits**.

**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.

**Bodily Injury** – An identifiable physical injury sustained by **you** caused by sudden, unexpected, external and visible means, illness or disease.

**Buildings** – The structure of the building used as a private residence, its outbuildings used for domestic purposes, cables, utilities, drains, tanks, pipes, underground services, inspection hatches and covers, decorative finishes, fixtures and fittings, lifts, domestic fixed fuel tanks, underground service pipes and cables, sewers and drains, swimming pools, hot tubs, hard tennis courts, lawns, garden walls, patios, steps, terraces, ornamental man-made ponds, fountains, radio and TV aerials, satellite dishes, solar panels, external lighting, alarm systems and surveillance equipment, hedges, fences, gates, paths and drives situated at the address shown in the **schedule** which belong to **you** or for which **you** have a legal responsibility.

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

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

**Contents** – The **contents** of the **buildings** comprising clothing, **outdoor items**, **personal possessions**, **household** furniture and furnishings, domestic appliances and utensils, gardening implements, tractors and their trailers used for domestic purposes, **fine art**, **gold**, **silver**, **gold and silver plate and antiques**, **furs**, **money** and **credit cards**, tenants' fixtures and fittings, all of which belong to **you** or for which **you** have a legal responsibility including interior decorations if **you** are responsible for them as a tenant. **Contents** do not include:

- a) watercraft, sailboards and windsurfers
- b) aircraft, caravans and trailers
- c) mechanically propelled vehicles other than:
  - i. mechanically propelled gardening equipment

- ii. motor cycles with an engine capacity less than 51cc and quad bikes, not registered for road use and used solely within the boundaries of the **home**
  - iii. golf carts, models and toys
  - iv. vehicles designed for use by disabled persons which are not registered for road use
- d) spare parts and accessories for any aircraft, motor vehicle, motor cycle caravan, trailer or watercraft unless included by paragraphs c) i. to iv. above
- e) **business property**.

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

**Court** – A **court**, 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.

**Excess** – The amount or amounts shown in **your** policy or the **schedule** which **insurers** deduct from each and every claim unless a **Large Loss Excess Waiver** applies.

**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 that is shown on **your schedule**.

**Event** – All loss, damage or legal liability that arises as a result of any single incident or occurrence.

**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 virtue 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 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 Domestic Helpline** which is operated by Europ Assistance Insurance Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

**Home** – **your** private residence as specified in the **schedule** including the area of the plot described in the title deeds of the **home** as well as the structure and outbuildings used for domestic purposes, the address being as shown in the **schedule**.

**Household** – Those members of **your** family, **your** relatives and any other persons (but not boarders or lodgers) permanently living with **you** at the **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 business that **you** normally consult to arrange **your** insurances or have consulted to arrange the insurances which are part of this policy.

**Insurer(s) Parts A–D Buildings, Contents, Fine Art and Personal Possessions** – the **insurer** defined on **your schedule** for whichever parts are operative under **your** policy.

**Part E, Section 1, Family Legal Protection and Section 2, Identity fraud** – 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**.

**Part E, Section 3, Emergency Property Assistance** – Europ Assistance Insurance Limited, Registered in England and Wales No. 758979, 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**.

**Large Loss Excess Waiver** – The amount stated in the **schedule** which a claim under Parts A, B and D, **buildings, contents** and **personal possessions** other than losses arising from subsidence, ground heave, or landslip, must exceed before **Insurers** will disregard any **excess** that would otherwise apply.

**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.

**In respect of Part E – Legal Costs and Expenses** – means **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.

**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, securities, saving stamps and certificates, premium bonds, negotiable instruments 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 or raffle tickets.*

**Mould** – A fungus that produces a superficial growth on various kinds of damp or decaying organic matter. Also includes **mould** spores and mycotoxins.

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

**Period of Insurance** – The period of time for which the insurance is provided under this policy as shown in the **schedule**, and any further period for which the policy is renewed.

**Personal Possessions** – **money** and **credit cards** and items which **you** or members of **your household** would wear or carry around for personal use, adornment or convenience including but not limited to jewellery, gems, pearls, **furs**,

guns, photographic equipment (including cameras, camcorders and their accessories and film projection machines, films and accessories but not video recorders or video tapes), baggage, watches, pedal cycles, tack, saddles, rugs, clothing, suitcases and bags for conveyance of **your personal possessions** all of which belong to **you** or for which **you** are legally responsible.

**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.

**Primary Heating System** – The principal **home** 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.

**Schedule** – The documents which give details of the Parts of the cover **you** have selected, the sums insured and any **endorsements** or special terms that apply to **your** policy.

**Standard Construction** – The **buildings** of the **home** built of brick, stone or concrete, and roofed 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**.

### **Territorial Limits**

– **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** 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).

– **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.

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

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

**Unoccupied** – **your home** a) has not been lived in for more than 45 consecutive days, or b) is not furnished for full habitation.

### **We/Us/Our**

**Parts A-D, Buildings, Contents, Fine Art and personal possessions** – means Home and Legacy Insurance Services Limited, Registered in England No. 3007252 Registered Office 57 Ladymead, Guildford, Surrey GU1 1DB, **United Kingdom**.

**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/Pages/register/](http://www.fsa.gov.uk/Pages/register/) or by contacting the FSA on 0845 606 1234.

**Part E, 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.

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

**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(s)** as the **policyholder** and all permanent members of his/her **household**.

# Part A – Buildings Insurance

If Part A of the policy is in force, **Insurers** will cover **you** for Loss, Damage, **bodily injury** or Liability following the occurrence of any of the **events** set out below, subject to:

- a) the exceptions stated under what Insurers do not cover;
- b) Sums Insured, limits, **excesses**, **endorsements** and other details that are specific to **you** and set out on the **schedule**; and
- c) the single Article limits and other limitations that are described under How **insurers** settle claims under Part B; and
- d) Any other Limits, the General Conditions, page 42, Exclusions, page 44 and Cancellation provisions page 4, which apply to all Parts of this policy.

## Large Loss Excess Waiver

If **you** suffer loss or damage as a result of an **event** that is covered under Parts A, B or D, **buildings**, **contents** and **personal possessions** and the total loss or damage exceeds the amount of **Large Loss Excess Waiver** stated in **your schedule**, Insurers will disregard any **excess** that would otherwise apply. This does not apply to **event 4** – loss or damage arising from subsidence, ground heave, or landslip.

## How insurers settle claims under Part A – Buildings

### Basis of settlement

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

### Buildings

**Insurers** will pay the cost of rebuilding or repair if rebuilding or repairs are carried out. If the repair or replacement is not carried out, **Insurers** will at their option pay the reduction in market value resulting from the loss or damage, but not exceeding what it would have cost to repair or replace.

**Insurers** will not pay more than the **sum insured** by Part A, **buildings** insurance.

### Matching Sets or Suites

**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 the cost of replacing undamaged parts of a bathroom suite or fitted kitchen where replacements to the damaged parts cannot be found.

### Outdoor Items

**Insurers** will at their option repair, replace or pay the cost of replacing the lost or damaged property.



## What is covered

5. Theft or attempted theft
  
6. Pressure of snow
  
7. Flood or storm
  
8. Escape of water from fixed water apparatus, pipes or tanks
  
9. Escape of oil from any fixed domestic heating system.
  
10. The **buildings** being hit by
  - a) falling branches, trees, telegraph poles, electricity pylons or lamp-posts;
  - b) aircraft, trains, vehicles or satellites (or anything dropped from them)
  - c) animals;
  - d) television, satellite and radio receiving aerials or their accessories or masts.
  
11. Riot, civil commotion, industrial disputes, industrial or political disturbances, vandalism or malicious damage.

**Insurers will also cover you for the following:**

### 12. Outdoor items

Loss or damage to **outdoor items** caused by any of the **events** 1 to 11 insured by Part A, **buildings** Insurance, whilst they are in the open but within the grounds of **your home**.

## What is not covered

5. Loss or damage occurring:
  - a) when the **home** has become **unoccupied**; or
  - b) whilst any part of the **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** concerned.
  
6. Loss of or damage:
  - a) to domestic outbuildings which are not of **standard construction**;
  - b) to fences, gates or hedges.
  
7. Loss of or damage to fences, gates and hedges.
  
8. Loss or damage:
  - a) to swimming pools;
  - b) caused by subsidence, ground heave or landslip;
  - c) when **your home** is **unoccupied** unless the **buildings** (including any outbuildings containing plumbing and associated amenities) are kept heated to a temperature of at least 10 degrees centigrade and any loft hatch kept open to allow warm air to circulate; or the water shut off and the fixed water tanks, apparatus and pipes are drained.
  
9. **Buildings** that are **unoccupied**.
  
10. Loss or damage caused by tree surgery at **your home**.
  
11. Loss or damage caused by vandalism or malicious damage when the **home** is **unoccupied**.
  
12. Any amount exceeding 10% of the **buildings sum insured** shown in the **schedule**.  
Any amount exceeding £2,500 for loss or damage to any one tree, shrub, plant or lawns.  
Loss or damage caused by:
  - a) Flood, storm or pressure of snow;
  - b) Anything that is excluded elsewhere in Part A, **buildings** insurance
  - c) Frost damage to trees, shrubs, plants and lawns.
  - d) Natural causes or neglect to trees, shrubs, plants and lawns.

## What is covered

### 13. Additions, Alterations and Improvements

New additions, alterations or improvements to the **buildings** provided You:

- a) supply **us** with full details as soon as possible, and no later than 60 days of such property being acquired
- b) specifically insure the property with **us** and pay the relevant additional premium required from the date property is acquired.

Insurers will charge a pro rata additional premium and reserve the right not to continue the insurance for the additions, alterations or improvements after the 60th day.

### 14. Sale of buildings

When **you** sell **your** interest in the **buildings** Insurers will pay up to the **sum insured** on **buildings** to any purchaser for loss or damage or other costs that are covered by Part A **buildings**. This benefit will apply up to the date of completion as long as there is no other insurance in force.

### 15. Freezing, overheating or excessive water pressure

Damage caused by freezing, overheating or excessive water pressure to fixed domestic water and heating installations.

### 16. Loss of oil or metered water

Additional metered water charges and costs of oil lost from domestic heating installations following loss or damage by any of the **events** insured under Part A, **buildings** insurance.

### 17. Trace and Access

The reasonable and necessary cost of finding the source of the oil or water leak from the **home's** heating, water or gas system including making good any damage caused during the search if the **buildings** are damaged following the occurrence of **events** 8 or 16 insured by Part A, **buildings**.

### 18. Emergency Access to your home

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

### 19. Pipes and Cables

Accidental Damage for which **you** are legally responsible to drains, pipes, cables and underground tanks (including their relevant inspection covers) providing services to or extending from **your home** to the public supply.

## What is not covered

13. Any amount exceeding 15% of the **sum insured** under Part A, **buildings**.

Loss or damage if **you** have not notified **us** within 60 days of such property being acquired.

Anything that is excluded elsewhere under Part A, **buildings** insurance.

14. Any amount exceeding the **sum insured** for **buildings** under Part A, **buildings**.

15. Anything that is excluded elsewhere under Part A, **buildings** insurance.

16. Any amount over £1,000.

Loss or damage occurring when the **home** is **unoccupied**.

Anything that is excluded elsewhere under Part A **buildings** insurance.

If **your** policy includes Part A, **buildings** and Part B, **contents**, We will not pay more than £1,000 any one **event** insured under event 16, **buildings** and event 16, **contents**.

17. Any amount over £5,000 any one **event**.

Loss or damage to the heating or water system.

Anything that is excluded elsewhere under Part A, **buildings** insurance.

18. Any amount exceeding £2,500 for any one **event**.

## What is covered

### 20. Alternative accommodation and loss of rent

If the **home** is damaged by any of the **events** covered under Part A, **buildings** Insurance and cannot be lived in, Insurers will pay:

- a) reasonable additional costs for alternative accommodation for **you** and **your** domestic pets and horses
- b) the costs of removing and temporarily storing **your contents** and **fine art**
- c) rent which **you** have to pay
- d) rent which **you** would have received if **you** rent out all or part of the **home** until it becomes habitable.

### 21. Fees and other expenses

In addition to the **sum insured** for **buildings**, if **you** necessarily and reasonably incur additional expenses of the types set out following an insured loss under Part A, **buildings**, Insurers will pay:

- 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.

### 22. Your liability to others as property owner

All sums, including costs, agreed between **you** and Insurers in writing which **you** becomes legally liable to pay to others as a result of **you**:

- a) 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) 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.

In addition, Insurers will pay Solicitors' fees for:

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

### 23. Replacement of external locks and keys

The costs involved in replacing the keys and locks to the external doors and windows of the **buildings** if the keys are lost or stolen.

## What is not covered

### 20. Any amount exceeding 15% of the **building sum insured**.

Anything that is excluded elsewhere under Part A, **buildings** insurance.

### 21. Any amount exceeding 25% of the **building sum insured**.

Any expenses **you** incur in preparing a claim against the Insurer.

### 22. Any amount exceeding £2,000,000 (including costs) for any one claim or series of claims arising from any one **event** or one source or original cause.

Liability:

- a) arising out of any deliberate act.
- b) arising out of **your** business or that of any member of **your household**.
- c) arising out of any contract, except to the extent that the liability would have arisen in the absence of the contract.
- d) for damage to property owned by **you** or a member of **your household**.
- e) for injury to domestic staff.
- f) for the cost of putting right any defects in any **building**.

### 23. Any amount exceeding £1,000 for any one **event**.

If **your** policy includes Part A, **buildings** and Part B, **contents** Insurers will not pay more than £1,000 in total for any one **event** insured under 23. Replacement of external lock and keys, **buildings** and 19. Replacement of external locks and keys, **contents**.

# Part B – Contents Insurance

## Part B – Contents Insurance

If this Part B of the policy is in force, Insurers will cover **you** for Loss, Damage, **bodily injury** or Liability following the occurrence of any of the **events** set out below, subject to:

- a) the exceptions that are stated under what is not covered;
- b) Sums Insured, limits, **excesses**, **endorsements** and other details that are specific to **you** and set out on **your schedule**;
- c) the single Article Limits and other limitations that are described under How insurers settle claims under Part B; and
- d) any other Limits, the General Conditions, page 42, Exclusions page 44 and Cancellation provisions page 4, which apply to all Parts of this policy.

## How insurers settle claims under Part B – Contents

### Basis of settlement

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

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, up to the **sum insured**.

### Matching Sets and Suites

Insurers will pay **you** up to 50% 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.

### Limits

In the **event** of loss or damage in addition to the limits that are stated elsewhere in Part B, the most Insurers will pay **you** for any one item of the following types of **contents** is:

- |   |         |
|---|---------|
| a) <b>Gold, silver, gold and silver plated and personal possessions</b> | £5,000  |
| b) <b>Money and credit cards</b>  | £500    |
| c) <b>Bicycles</b>  | £500    |
| d) <b>Any other single article</b>                                      | £50,000 |

**The most insurers will pay for outdoor items, for any one event, is £1,000.**

### Large Loss Excess Waiver

If **you** suffer loss or damage as a result of an **event** that is covered under Parts A, B or D, **buildings, contents**, and **personal possessions** and the total loss or damage exceeds the amount of **Large Loss Excess Waiver** stated in **your schedule**, Insurers will disregard any **excess** that would otherwise apply.

This does not apply to **event 4** – loss or damage arising from subsidence, ground heave, or landslip.

## What is covered

### Contents

Loss of or damage to the **contents** directly caused by the following **events** whilst within the **home**:

1. **Accidental loss or damage** by sudden external and visible means whilst within the **home**.
2. **Fire, lightning, earthquake or explosion**
3. **Smoke**
4. **Subsidence or ground heave of the site on which the Buildings stand or landslip**
5. **Theft or attempted theft**
6. **Pressure of snow**

## What is not covered

The **contents excess** shown in **your schedule** which applies to all **events** covered under Part B, **contents** apart from **event 4**, Subsidence, **event 19**, **your** liability to others and **event 20**, **your** liability for Domestic Employees.

Loss or damage

- a) caused by:
  - i. aridity; humidity; rising damp, exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or **vermin**; fungus; **mould**; wet or dry rot
  - ii. chewing, fouling, scratching or tearing by **your** domestic pets
  - 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. when **your home** is **unoccupied**
- b) to:
  - i. discs, tapes, computer software or records
  - ii. trees, shrubs, hedges and plants
- c) occurring in any part of the **home** that is commercially let other than to **your** relatives and personal friends
- d) caused by any of the other **events** listed under Part B, **Contents**.
- 2.
3. Loss or damage caused by gradual emission.
4. Loss or damage caused by coastal or river bank erosion.
5. Loss or damage occurring:
  - a) Whilst any part of the **home** is commercially let to anyone (other than **your** relatives or personal friends) unless forcible and violent means are used to enter and leave the **building** concerned.
  - b) When the **home** is **unoccupied**.
  - c) to quad bikes, mechanically propelled gardening equipment, mechanically propelled models and toys, golf carts and motor cycles (refer to the **contents** definition) when left **unattended** unless kept in a locked **building** or outbuilding.
6. Loss or damage to trees, shrubs, hedges and other growing plants.

## What is covered

### 7. Flood or storm

### 8. Escape of

- a) Water from fixed water apparatus, pipes or tanks
- b) Oil from any fixed domestic heating system.

### 9. Impact with any aircraft, train, vehicle, satellites (or anything dropped from them) or animals.

### 10. Falling branches, trees, telegraph poles, electricity pylons or lamp posts.

### 11. Riot, civil commotion, industrial disputes, industrial or political disturbances, vandalism or malicious damage.

### 12. Food in Freezers or Fridges

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

### 13. Temporary removal of Contents

Loss of or damage to the **contents** caused by any of the **events** 1.–12. of Part B, **contents**, whilst temporarily away from the **home**:

- a) In any other **home**, house, apartment or hotel which is occupied by **you** or in any **building** where **you** are employed, or engaged in business;
- b) In any other **building** for the purpose of alteration, cleaning, repair or valuation;
- c) In a furniture depository subject to a period not exceeding 60 days whilst in the course of moving **home** only.
- d) In transit by professional carriers following the permanent change of **your home** or in transit to or from storage away from **your home**.
- e) In a bank or safe deposit.

### 14. Deeds and Documents

The cost of replacing or reinstating deeds, bonds, securities or similar personal documents if they are lost or damaged.

## What is not covered

### 7. Loss or damage to trees, shrubs, hedges and other growing plants.

### 8. Loss or damage when the **home** has become **unoccupied** unless the **buildings** (including any outbuildings containing plumbing and associated amenities) are kept heated to a temperature of at least 10 degrees centigrade and any 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.

### 9.

### 10. Loss or damage caused by any tree surgery at **your home**.

### 11. Loss or damage caused by vandalism or malicious damage when the **home** is **unoccupied**.

### 12. Any amount over £1,000

Loss or damage:

- a) caused by the deliberate act of any gas or electricity supplier;
- b) occurring when the **home** is **unoccupied**;

Food held for Business purposes.

### 13. Loss or damage:

- a) of or to **money**, credit cards
- b) of or to items in any **unattended** vehicle unless all items are hidden from view, all windows are closed and all doors and the boot locked;
- c) caused by theft or attempted theft of **contents** in a furniture depository or bank, safe deposit, unless forcible and violent means are used to enter or leave the **building** concerned.
- d) caused by accidental damage to **contents** in any other private dwelling or hall of residence occupied by **you** whilst at university, college or school.

Anything that is excluded elsewhere under Part B, **contents** Insurance.

### 14. Any amount exceeding £750.

## What is covered

### 15. Glass and sanitary ware

- a) 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**.
- b) Accidental breakage of mirrors and fixed glazing and glass tops of furniture and ceramic hobs whilst in the **building** but not permanently fixed to them.

### 16. Loss of oil or metered water

Insurers will pay for additional metered water charges and costs of oil lost from domestic heating installations following loss or damage by any of the **events** insured under this Part.

### 17. Rent

Rent for which **you** are liable as tenant or licensee if the **building** becomes uninhabitable as a result of loss or damage by any of the **events** 1–11 insured under Part B, **contents**.

### 18. Alternative accommodation

If the **home** is damaged by any of the **events** 1–11 covered under Part B, **contents** and cannot be lived in:

- a) reasonable additional costs for alternative accommodation for **you** and **your** domestic pets and horses
- b) the costs of removing and temporarily storing **your contents** and **fine art**
- c) rent which **you** have to pay
- d) rent which **you** would have received if **you** rent out all or part of the **home**;  
until it becomes habitable

### 19. Replacement of external locks and keys

The cost of replacing keys and their lock mechanisms following loss or theft of the keys of any lock:

- a) to the doors and windows of **your home**
- b) to safe and alarms in **your home**

## What is not covered

15. The amount of the **excess** shown in **your schedule**.  
Any loss that is insured under Part A – **buildings** insurance, of the Policy.

16. Any amount exceeding £1,000.  
Loss or damage occurring when the **home** is **unoccupied**.  
Anything that is excluded elsewhere under Part B, **contents** Insurance.  
Any amount exceeding £1,000 for any one **event** insured under **event** 16 **buildings** and **event** 16 **contents** if **your** policy includes Part A, **buildings** and under Part B **contents**.

17. Anything that is excluded elsewhere under Part B, **contents** Insurance.  
Any amount exceeding 20% of the combined sums insured under Part B – **contents** and Part C – **fine art** as specified in the **schedule**.  
Insurers will not pay under this section if **alternative accommodation** costs are paid as a result of the same loss.

18. Any amount exceeding 15% of the **contents sum insured** covered by Part B, **contents**.  
Anything that is excluded elsewhere under Part B, **contents** Insurance.

19. Any amount exceeding £1,000 for any one **event**.  
Anything that is excluded elsewhere under Part B, **contents** Insurance.

If **your** policy includes Part A, **buildings** and Part B, **contents** Insurers will not pay more than £1,000 in total for any one **event** insured under 23. Replacement of external lock and keys, **buildings** and 19. Replacement of external locks and keys, **contents**.

## What is covered

### 20. Religious Festivals and Wedding Gifts

An increase in **contents sum insured** during the period of one month before and one month after either:

- a) **Your** wedding or the wedding of a member of **your household** celebrate
- b) A religious festival which **you** or a member of **your household** celebrate.

### 21. Debris Removal

The cost of removing any **contents** and debris and replacing **contents** in any room that is affected as a result of an **event** that is insured by Part B, **contents**.

### 22. Your legal liability as a Tenant or licensee

Any costs that **you** become legally liable to pay as a tenant or licensee to the owner of the **building**, following the occurrence of an **event** that is insured by Part A, **buildings**.

### 23. Your liability to others

All 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 **bodily injury** to a person where the accident giving rise to the claim occurred during the **period of insurance**
- 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 **bodily injury** where the accident giving rise to the claim occurred during the **period of insurance**.

In addition, 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.

## What is not covered

20. Any amount exceeding 10% of the **contents sum insured** covered by part B, **contents**.

21. Any amount exceeding £500.

22. Any amount exceeding 20% of the **contents sum insured** covered by Part B, **contents**, for any one claim or series of claims arising from one **event** or one source or original cause. Liability:

- a) arising when the **home** is **unoccupied**
- b) for loss or damage caused as a result of wilful or malicious acts carried out by **you** or any member of **your household**.

23. Any amount exceeding £2,000,000 (including costs) for any one claim or series of claims arising from any one **event** or one source or original cause.

#### Liability:

- a) for injury to any person employed by You;
- b) 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) 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.
- d) 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.

## What is covered

**24. Your liability to domestic employees** in respect of sums which **you** become legally liable to pay to domestic staff arising out of **bodily injury** or death caused to them and as a result of the **work** they are employed to do for **You**, anywhere within the **United Kingdom** or while travelling with **you** on temporary visits overseas.

### 25. 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. Insurers reserve the right not to continue the insurance for the newly acquired item(s) after the 60th day.

### 26. Computer Records

If personal or business records or facts stored in **your** computer or laptop are lost or damaged Insurers will pay for the cost of retrieving or reconstructing the records or facts onto **your** computer or laptop up to a maximum of £1,500 for any one **event**.

### Additional Optional Benefit 1

(**Your schedule** will show if this **event** is insured by **your** Policy)

### 27. Students Cover

Loss or damage to **your contents** in any other **home** or halls of residence occupied by **you** whilst at university, college or school.

### Additional Optional Benefit 2

(**Your schedule** will show if this **event** is insured by **your** Policy)

### 28. Business Property

- a) Loss or damage to **business property** whilst in the **home**
- b) Liability to others, as described in this Part under **event** 23. for clerical activities only, connected with **your** trade, business or profession and carried out in the **home** by **You**.

## What is not covered

- e) for damage to property or **bodily injury** to or death of anyone under a contract of service with **you** or a member of **your household**;
- f) to any other member of **your household**;
- g) arising from the escape of animals from land other than the **home** on which they are usually kept;
- h) for **bodily injury** or death 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 S1.2992 (NI.21) and any amending legislation.

**24.** Any amount exceeding £10,000,000 (including costs) for any one claim or series of claims arising from any one **event** or one source or original cause.

**25.** Any amount exceeding 15% of the **sum insured** under Part B, **contents**.

Loss or damage if **you** have not notified **us** within 60 days of such property being acquired.

Anything that is excluded elsewhere under Part B, **contents** Insurance.

**26.** Loss or damage to any software, hardware or materials on which the information is recorded. Loss or damage resulting from an error in computer programming or instruction to **your** computer or laptop.

**27.** Any amount exceeding £3,500.

Anything that is excluded elsewhere under Part B, **contents** Insurance.

**28.** Any amount exceeding £5,000.

Any amount exceeding £2,500 for computer records.

Any amount over £2,000,000, for all compensation and claimant's costs and expenses) for any one claim or series of claims arising out of any **event** in respect of Liability to others.

Anything that is excluded elsewhere under Part B, **contents** Insurance.

# Part C – Fine Art

If Part C of the Policy is in force, Insurers will cover **you** for loss or damage following the occurrence of any of the **events** set out below, subject to:

- a) the exceptions that are stated under what Insurers do not cover;
- b) Sums Insured, limits, **excesses**, **endorsements** and other details that are specific to **you** and set out on **your schedule**;
- c) the single Article Limits and other limitations that are described under How we settle claims; and
- d) Any other Limits, the General Conditions, page 42 Exclusions page 44 and Cancellation provisions, page 4, which apply to all Parts of this policy.

## How insurers settle claims under Part C – Fine Art

### Basis of Settlement

**Your** claim under Part C will be settled on the basis set out below.

If any item of **fine art** is lost or damaged beyond economic repair, Insurers will pay the market value of such item immediately prior to the loss or damage.

### Matching Sets and Suites

If any item of **fine art** forming part of a pair or set is lost or damaged beyond economic repair, Insurers will pay **you** the market value of the pair or set immediately prior to the loss.

### Limits

The most Insurers will pay for any one item, pair or set of **fine art** is:

- a) for items not individually specified and listed in the **schedule** £5000.
- b) for items specified in the **schedule**, 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:
  - ii. 150% of the **sum insured** relating to the item, pair or set concerned, or
  - iii. the total **sum insured** in respect of Part C – **fine art** as shown in the **schedule**.

If any item of **fine art** has suffered partial loss or damage, Insurers will pay **you** the cost and expense of restoration but:

- a) not more than £5,000 for any single item that is not individually specified in **your schedule**; or
- b) for items specified in the **schedule**, not more than the **sum insured** shown in the **schedule** for the item, pair or set concerned.

If a payment is made for a total loss of an item, pair or set, Insurers are entitled to take ownership of and to take possession of the item, pair or set concerned.

## What is covered

### 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 within the **home**.

## What is not covered

### 1. Loss or damage caused by:

- a) gradual emission of smoke
- b) chewing, fouling, scratching or tearing by **your** domestic pets
- c) aridity; humidity; rising damp; exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or **vermin**; fungus; **mould**; wet or dry rot
- d) 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
- e) wear, tear and gradual deterioration
- f) any tree surgery at **your home**
- g) rising ground water levels
- h) accidental damage and theft or attempted theft unless forcible and violent means are used to enter or leave the **buildings** when any part of **your home** is commercially let to anyone other than **your** relatives or personal friends.

Loss or damage resulting from subsidence or ground heave or landslip which has been caused by coastal or river bank erosion, normal settlement, shrinkage or expansion.

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.

Loss or damage when **your home** is **unoccupied** caused by:

- a) escape of water from fixed water apparatus, pipes or tanks unless the **buildings** (including any outbuildings containing plumbing and associated amenities) are kept heated to a temperature of at least 10 degrees centigrade and any 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;
- b) escape of oil from any fixed domestic heating system
- c) vandalism
- d) accidental damage
- e) theft or attempted theft.

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.

## What is covered

### 2. Temporary removal

All risks of physical loss of or damage to **fine art, gold, silver, gold and silver plate and antiques** during any temporary period up to 90 days away from the **home**.

### 3. Debris Removal

The cost of removing any **fine art** and debris and replacing **fine art** in any room that is affected as a result of an **event** that is insured by Part C, **fine art**.

### 4. Your legal liability as a Tenant or licensee

Any costs that **you** become legally liable to pay as a tenant or licensee to the owner of the **building**, following the occurrence of an **event** that is insured by Part C, **fine art**.

### 5. 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.

Insurers reserve the right not to continue the insurance for the newly acquired item(s) after the 60th day.

## What is not covered

2. Loss or damage caused by theft or attempted theft, unless forcible and violent means are used to enter or leave the **building** concerned.

Anything that is excluded elsewhere under Part C, **fine art**.

3. Any amount exceeding £500. Any amount exceeding £500 for any one **event** insured under **event 21 contents** and **event 3 fine art**, if **your** policy includes Part B, **contents** and Part C, **fine art**.

4. Any amount exceeding 20% of the **sum insured** covered by Part C, **fine art**, for any one claim or series of claims arising from one **event** or one source or original cause.

Liability:

- a) Arising when the **home** is **unoccupied**
- b) for loss or damage caused as a result of wilful or malicious acts carried out by **you** or any member of **your household**.

5. Any amount exceeding 15% of the **sum insured** under Parts C, **fine art**.

Loss or damage if **you** have not notified **us** within 60 days of such property being acquired.

Anything that is excluded elsewhere under Part C **fine art** Insurance.

# Part D – Personal Possessions

If Part D of the Policy is in force, Insurers will cover **you** for loss or damage following the occurrence of any of the **events** set out below, subject to:

- a) the exceptions that are stated under what is not covered;
- b) Sums Insured, limits, **excesses**, **endorsements** and other details that are specific to **you** and set out on **your schedule**;
- c) the single Article Limits and other limitations that are described under How **we** settle claims under Part D; and
- d) any other Limits, the General Conditions, page 42 Exclusions page 44 and Cancellation provisions, page 4, which apply to all Parts of this policy.

## How insurers settle claims under Part D – Personal Possessions

### Basis of Settlement

If any **personal possessions** item, pair or set not individually listed in the **schedule** is lost or damaged, Insurers will at their option repair, replace or pay the cost of replacement of the lost or damaged item.

### Limits

The most Insurers will pay for any item, pair or set for items that are not individually specified and listed in the **schedule** is:

- a) for any one pedal cycle: £500
- b) for any other individual item: £2,500

For items that are individually listed in the **schedule** Insurers will at **your** option, repair, replace or pay the cost of replacement of the lost or damaged property.

The most insurers will pay for items individually specified will not be more than the **sum insured** stated in the **schedule** in respect of the item, pair or set concerned.

If any **personal possessions** 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** stated in the **schedule** for the item, pair or set concerned.

If a payment is made for a total loss for an item, pair or set, Insurers become entitled to take ownership of and to take possession of the item, pair or set concerned.

### Large Loss Excess Waiver

If **you** suffer loss or damage as a result of an **event** that is covered under Parts A, B and D, **buildings, contents** and **personal possessions** and the total loss or damage exceeds the amount of the **Large Loss Excess Waiver** stated in **your schedule**, Insurers will disregard any **excess** that would otherwise apply.

## What is covered

### 1. Personal Possessions

All risks of physical loss of or damage to **personal possessions**.

## What is not covered

### 1. The amount of the **excess** shown in **your schedule**.

#### a) Loss or damage caused by:

- i. gradual emission of smoke
- ii. chewing, fouling, scratching or tearing by **your** domestic pets
- iii. aridity, humidity; rising damp, exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or **vermin**; fungus; **mould**; 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. Accidental damage and theft or attempted theft unless forcible or violent means are used to enter or leave the **buildings** when any part of **your home** is commercially let to anyone other than **your** personal friends or relatives.

#### b) Loss or damage to:

- i. property in any **unattended** vehicle unless all items are hidden from view, all windows are closed and all doors and the boot are locked
- ii. property primarily used for business purposes
- iii. sports equipment whilst in use
- iv. pedal cycles
  - whilst being used for racing or time trials or is hired or let to anyone other than a member of **your household**
  - whilst left **unattended** outside the **home** unless secured by a suitable locking device to a permanent structure or motor vehicle
- v. watercraft (which includes sailboards and windsurfers) aircraft caravans and trailers
- vi. mechanically propelled vehicles (which includes motor cycles children's motor cars quad bikes and children's quad bikes)
- vii. contact or corneal lenses
- viii. animals and plants
- ix. discs, tapes, computer software or records
- x. **money & credit cards**.

## What is covered

### 2. Money and Credit cards

Loss or theft of **money** and for any sum **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.

### 3. 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.

Insurers reserve the right not to continue the insurance for the newly acquired item(s) after the 60th day.

## What is not covered

Property more specifically insured elsewhere in this policy.

Loss or damage when **your home** is **unoccupied** caused by:

- a) escape of water from fixed water apparatus, pipes or tanks unless the **buildings** (including any outbuildings containing plumbing and associated amenities) are kept heated to a temperature of at least 10 degrees centigrade and any 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;
- b) escape of oil from any fixed domestic heating system
- c) vandalism
- d) accidental damage
- e) theft or attempted theft.

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.

Loss of jewellery and watches in baggage for travel (including handbags) unless at the time of the loss it is being carried by hand by **You**, a member of **your household**, **your** domestic employee, nominated companion or when being couriered by air, land or sea unless the item is under the constant personal supervision of the courier and that courier is approved by Insurers;

Depreciation in value.

Loss or damage when outside the **United Kingdom** for more than 90 days during the **period of insurance**.

### 2. The amount of the **excess** shown in **your schedule**.

Any amount over £500.

Exchange rate losses.

Shortages caused by mistakes.

Losses or thefts not reported to the local police within 24 hours of discovery (and for **credit cards** also reported to the card issuer).

Any **money** and **credit cards** which **you** have for the purposes of **your** Business.

### 3. Any amount exceeding 15% of the **sum insured** under Parts D, **personal possessions**.

Loss or damage if **you** have not notified **us** within 60 days of such property being acquired.

Anything that is excluded elsewhere under Part D, **personal possessions**.

# 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** is underwritten by Great Lakes Reinsurance 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 page 42, Exclusions page 44 and Cancellation provisions page 4 do however also apply to this Part.

## Part E, 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, page 33, Special Conditions page 37 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 Special condition 1 on page 37. **You** must do this by telephoning **us** on **0845 070 1228** and selecting ‘option 3’. Delay in notifying **us** 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 on page 37.

## 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**.

## What is covered

### Family Legal Protection Section

The **insurer** will pay **legal costs and expenses**, up to the Limit of Indemnity, which relate to any **legal proceedings** within the **territorial limit** and are notified to **us** during the **period of insurance** in respect of:

#### 1. Personal Injury

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

- a) the cost of **you** taking **legal proceedings** against another person or organisation as a result of:
  - 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 a **legal proceedings** brought against **you** as a result of a dispute over a contract for buying, selling or renting goods or services;

#### 3. Property

- a) the cost of **you** taking **legal proceedings** against another person or organisation as a result of:
  - 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 a **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**;

#### 4. Employment

- 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.

## What is not covered

Any amount exceeding £100,000 in respect of each **event** notified during the **period of insurance**.

#### 1. Any claim

- 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:

- a) is less than £100;
  - b) exceeds £5,000 in respect of contractual disputes with members of the **building** and allied trades;
- Any dispute
- 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**.

#### 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;

#### 4.

- 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.

## What is covered

### 5. Tax

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:

- 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.

### 6. Legal Defence

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.

### 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.

## What is not covered

### 5.

- 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:
  - 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.

### 6.

- 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.

### 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.

## What is covered

### 8. Clinical Negligence

the pursuit of any civil **legal proceedings** arising from a single negligent act of surgery, clinical or medical procedure.

### 9. Jury Service

The **insurer** will indemnify **you** in respect of jury service allowance provided that such attendance commences during the **period of insurance** and within the **territorial limit**.

## What is not covered

### 8. Any claim

- a) solely or predominantly in respect of mental injury, nervous shock, mental anguish or stress.

### 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.

# Part E – Family Legal Protection

## Section 1

### General Exclusions – applicable to this section

(Refer also to the Special Conditions that apply to this Section of the cover on page 37)

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

1. any **event** occurring prior to, or existing at the **commencement date** 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;
  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 limit**;
  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 General Condition 4;
  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**;
22. any **legal proceedings** directly or indirectly caused by, contributed to or arising from:
    - i. ionising radiations or contamination by radioactivity from an irradiated nuclear fuel from any nuclear waste or from the combustion of nuclear fuel;
    - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# Part E – Identity Fraud

## Section 2

**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 on page 37. **You** must do this by telephoning **us** on **0845 070 1228** and selecting ‘option 2’. Delay 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 Special Condition 2 on page 37.

### **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 limit** 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 for 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. any amount exceeding £50,000 in respect of each **event** notified during the **period of insurance**;

any **event** occurring prior to, or existing at the **commencement date** of this policy and which **you** knew (or ought reasonably to have known) was likely to give rise to a claim under this Part;

any matter to which the **insurer** has not given written consent;

any **identity fraud** which is committed by a member of **your household**;

any **identity fraud** connected with **your** Business, profession or occupation;

any expenses **you** could claim under any other insurance;

any expenses incurred due to any fraudulent, dishonest or criminal act by **you** or any person in connection with You;

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;

any claim where **you** have not followed the procedures required by **your** bank or other financial institution with regard to the **identity fraud**;

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;

The maximum the **insurer** will pay for an incident in this respect is £150 per day up to total of £25,000 in aggregate.

# Conditions – applicable to this section

(Refer also to the Special Conditions that apply on page 37)

## Your duties

1. **You** must within 24 hours of discovering any circumstances that lead **you** to believe that **you** might have become a victim of **identity fraud** notify:
  - a) 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) **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
2. take any further measures that are necessary to prevent further damage to **your** identity. **you** can obtain useful guidance from our **Helpline**.
3. co-operate with **us** at all times and provide **us** with all information that **we** request from You;
4. take all reasonable measures to minimise the risk or likelihood of claims and the cost of the claim;
5. 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.

# Part E – Special Conditions

## Applicable to sections 1 and 2 (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 also prejudice **your** legal 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. Consent will be given 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 specific circumstances of the case for **legal costs and expenses** to be provided.

**Legal costs and expenses** incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing or defending the **legal proceedings** and the claim is covered under all other terms and conditions of the Policy.

The decision to grant consent will take into account the advice of **your appointed representative** as well as that of **Our** own advisers. **We** may require, at **your** expense, an opinion of Counsel on the merits of the **legal proceedings**. If the claim is subsequently admitted **your** costs in obtaining such an opinion and providing such advice will be covered under this insurance.

If **you** decide to commence or continue **legal proceedings** for which **we** have denied support under Claims Settlement Condition 2a) and **your** action is successful, **we** will pay **legal costs and expenses** as if **we** had given **Our** consent in the first instance.

### 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 limit**.

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) **You** are free to choose an **appointed representative** (by sending **us** a suitably qualified person's name and address) If **you** ask **us**, **we** may assist **you** in choosing a suitable representative.

In selecting a representative, **you** have a duty to ensure that the fees charged by the representative are reasonable having regard to the nature of the **work** required, its complexity and value, and the level of experience appropriate to the matter.

**We** may choose not to accept **your** chosen representative. If this occurs **we** will explain why. If there is a disagreement over the choice of representative in these circumstances, **You** may choose another suitably qualified person and submit the name of that person to **us** for approval.

Any representative is appointed in **your** name to act for **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.

**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 favour of **You**; 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 cost of the Legal Action 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 – Emergency Property Assistance

## Section 3

### 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

##### Emergency Property Assistance

Please note the Special Conditions specific to Section 3 of this Part E on page 41.

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 limit**.

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:
  - 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:
  - a) Make the **home** uninhabitable; or
  - b) Cause **you** unreasonable discomfort;
6. **You** have:
  - a) lost **your** only key to the **home**;
  - b) there is no other available key; and
  - c) **You** are unable to gain normal access to the property.

#### What is not covered

The **insurer** will not pay for claims arising directly or indirectly from or relating to:

- 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 'Insurers cover **you** for the **events** set out below', 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 or any other costs indirectly incurred as a consequence of any loss or damage;
- 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;
- 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;

## What is covered

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.

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**:

- 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.

## What is not covered

- 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**;

# Part E – Special Conditions applicable to 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 **hme**;
- c) co-operate with the **insurer** at all times and provide **us** with all information that **we** request 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.

### 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 Complaints section below and notices and letters will be accepted on behalf of the **insurer** at that address.

### 5. Disputes

Either **you** or **we** 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

**We** undertake to provide rapid, expert help if **you** suffer an **emergency** arising from an **event** covered under this section of the policy. **We** will arrange for one of **Our** repairers on **Our** nationwide list of approved **contractors** to attend and take action to stabilise the situation and remove the **emergency**.

**We** will undertake **Work** to resolve the **emergency** by completing a temporary repair which will resolve the **emergency** but will need to be replaced by a permanent repair to put right the damage caused to the property by the **emergency**. A permanent repair will be carried out only if it can be undertaken on the first visit and would cost no more than a temporary repair.

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 **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.

# General Conditions

The following conditions apply to (all Parts and Sections) the whole policy.

These Conditions are especially important terms of the contract(s) between **you** and Insurers. They apply to every Part of this 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, refuse to deal with **your** claim or reduce the amount of any payment.

- 1 **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:
  - a) change of address
  - b) structural alteration to **your home** or any building works which are expected to cost more than £10,000 or involve the use of heat
  - c) if **you** intend to let or sub-let **your home**
  - d) if **you** intend to use **your home** for any reason other than private residential purposes
  - e) if **your home** will not be lived in by **you** or **your** domestic staff
  - f) any changes to the sums **you** need to insure as a result of additions, alterations, improvements, and new acquisitions. **Note – Cover is automatically provided for up to 15% of the sum insured you have selected for Part A, buildings, Part B, Contents, Part C Fine Art and Part D, personal possessions subject to you notifying us within 60 days of any addition, alteration, improvement or acquisition.**
  - g) if **you** or **your** domestic staff have been:
    - i. declared bankrupt
    - ii. 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 The premium **you** pay is based on the **sums insured**. It is therefore important that **you** at all times keep the **sum insured** up-to-date as set out below:

## **Buildings – Sum insured**

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; and
- c) Any extra costs to comply with **building** or other regulations or the by-laws of any local authority but only in respect of damaged parts of the **buildings**.

## **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 **sum 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 **sum insured** change but at each renewal the revised **sum insured** will be calculated and shown on the **schedule**.

If **you** claim for loss or damage, Insurers will continue to make the monthly index linking adjustments between the date of the loss or damage and the date when the loss or damage is repaired or replaced for up to one year. **You** must take all reasonable steps to have the repair or replacement carried out straight away.

### **a) Part A – Buildings Insurance**

Insurers will change the **sum insured** each month by the percentage change in the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors (or some other suitable index Insurers decide upon).

### **b) Part B – Contents Insurance**

The General Index of Retail Prices as published by H.M. Stationery Office (or some other suitable index Insurers decide upon).

### **c) Part C – Fine Art and Part D Personal Possessions**

The **sums insured** for these Parts C and D of the cover will not be adjusted for inflation so it is important for **you** to review them regularly to reflect new purchases, improvements and changes in market values.

- 3 **You** must maintain any property **you** insure in a good state of repair.
- 4 **You** must take all reasonable steps to prevent accidents, death, **bodily injury** or loss and damage.
- 5 **You** must tell **us** if **your home** is loaned or let while you and **your household** live or intend to live elsewhere for more than 45 consecutive days. Insurers may vary the terms of the insurance if this occurs.

- 6 **You** must tell **us** in advance if **you** are planning to carry out building works which are expected to cost more than £10,000 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 policy for the duration of these building works.
- 7 If **your** property is lost, damaged or stolen, **You** must notify the Police as soon as practicable.
- 8 If **you** become aware of any **event** which may give rise to a claim under the policy **you** must:
  - a) Write or telephone **us** as soon as possible giving full details of the **event**;
  - b) send to **us** any claim, writ, summons, legal process or other communication about the claim immediately on receipt;
  - c) provide all necessary information and assistance that Insurers may reasonably require;
  - d) not admit liability or make an offer or promise of payment without Insurers' prior written consent; and
  - e) allow Insurers to defend any proceedings on **your** behalf.
- 9 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 one section or part gives **you** the largest recovery.
- 10 Under European law **you** are free to choose the law applicable to this policy. **your** policy will be governed by the law of England and Wales unless **you** and Insurers have agreed otherwise.
- 11 The contract(s) making up **your** policy are not assignable.
- 12 Insurers may:
  - a) take over and deal with in **your** name the defence or settlement of any claim
  - b) take proceedings in **your** name, but at their own expense, to recover for their benefit the amount of any payment made under this policy
  - c) unless stated otherwise, settle **your** claim on a proportionate basis if **you** have any other insurance covering the same loss, damage or liability.

### 13 Fraud

If **you** or anyone acting on **your** behalf make any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, **you** will forfeit all rights under the Policy and all cover will cease. In such circumstances, Insurers retain the right to keep the premium paid.

### 14 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 **your** policy expires with full details of **your** next year's premium and policy conditions.

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

Should the Insurers 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.

# General Exclusions

The following exceptions apply to the whole policy unless stated differently.

1.

- a) This policy does not cover 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. pressure waves caused by aircraft and other aerial devices (sometimes known as sonic bangs)
  - v. deliberate acts of **you** or adult members of **your household**
  - vi. 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 policy does not cover loss or damage caused by wear and tear or gradual deterioration.
- c) This 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, accept, respond to retrieve, retain or process any data representing a date or part of a date.

2. **Parts A to D only**

**Insurers** will not pay for any loss or damage or cost or expense of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism in any way 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. However losses caused by or resulting from riot attending a strike civil commotion and malicious damage are not excluded hereunder.

This only applies in respect of **Parts A to D** of this Policy.

- 3 Each Part of this Policy contains specific exclusions. **you** should refer to the Parts of this policy for the details of these.
- 4 This Principal Home Policy excludes all loss or damage resulting from building **works** costing more than £10,000 or involving the application of heat and/or where **you** have entered into a contract which removes or limits **your** legal rights against the **contractor** or building firm (unless full details of any building **works** and building contract have been disclosed and agreed by **us**).

This policy wording can be made available in large print, audio or Braille.

Please contact Home & Legacy on 0844 893 8360 who will be pleased to organise an alternative for you.