

contact For further information please contact your intermediary or call us on **0844 893 8360**. Visit our website at 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/register or by contacting the FSA on 0845 606 1234. Please note that telephone calls may be recorded and/or monitored.

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Useful numbers

T	0844 893 8360	Home & Legacy Insurance Services Ltd
F	0844 893 8386	
T	0845 070 1228 – Select Option 3	Emergency Property Assistance
T	+44(0)1243 621156	Multi Trip Travel Insurance
T	+44(0)1243 621386	Emergency Medical Assistance
T		– Other Claims
		Legal and Identity Theft
T	0845 070 1228 – Select Option 1	– Advice
T	0845 070 1228 – Select Option 2	– Claims

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About Home and Legacy Insurance Services Limited

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

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

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

Introduction

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/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 indemnify 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 receiving it.

You can do this by contacting us or the insurance intermediary through whom you arranged this insurance. If you choose to cancel the policy you are entitled to a refund of the premium you have paid unless you have made a claim. If you have made a claim, we will give you a pro-rata refund on your premium based on the cover you have had plus a charge of £15.00 to cover our operational costs subject to minimum amount payable of £25 plus Insurance Premium Tax at the prevailing rate. However if an incident has occurred which may give rise to a claim the full annual premium may be payable by you.

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 policy by sending 14 days notice in writing to you at your last known address.

If you cancel the policy outside the first 14 days we will provide a pro rata refund based on the annual premium payable, less a charge of £15 as long as you have not claimed during the current period of insurance. Where an incident has occurred which may give rise to a claim the full annual premium may be payable to us. If the amount due when you cancel the policy is more than the amount you have paid, you must pay the difference.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should the insurer be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Phone: **0207 892 7300** Email: 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**.
- For loss or damage discovered outside normal business hours that is an emergency, please contact the Home and Legacy Helpline on **0845 070 1228** and select 'option 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**
- If someone is holding you responsible for damage to their property or for bodily injury to them, please tell us at your first opportunity and give us full written details. You must send us any writ, summons or other legal document immediately and unanswered. Do not admit liability. You should also refer to General Condition 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.calledcredit.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 and Legacy Helpline on **0845 070 1228** and select 'option 3' to provide details of the problem. All requests for assistance must be made to the Home and Legacy helpline and not to a contractor directly otherwise your claim will not be covered.

If you have followed the correct claims procedure above the contractor will charge the cost of all work covered by the policy directly to 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 and Legacy Helpline service, help is only a phone call away, 24 hours a day, 365 days a year.

The service

Just consider some domestic emergencies which may arise – 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 and Legacy Helpline immediately on **0845 070 1228**, select 'option 3' and provide details of the problem.

What will happen next?

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

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

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

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

Customer Service

What to do if You are not satisfied

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

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

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

Home and Legacy Insurance Services Limited,
500 Avebury Boulevard, Milton Keynes MK9 2LA.
Telephone: **0844 893 8360** Fax: **0844 893 8386**
Email: **general@Homeandlegacy.co.uk**

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

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

If your complaint relates to the contract of insurance, you should contact the insurer concerned.

For complaints about:

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

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

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

Definitions

Definitions

Many of the words and phrases used in this policy have special meanings. If we have explained what a word means below, that word will have the same meaning wherever it appears in all Parts or Sections of your policy or the schedule.

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, 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 and 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 – The events that are insured under the terms and conditions of this policy that are individually numbered and described under each Part or Section of the policy.

Fine Art, Gold Silver, Gold and Silver Plate and Antiques – Articles of special or high quality or of artistic merit, and includes, but is not limited to collectible furniture, rugs, tapestries, drawings, etchings, paintings, photographs, prints, books, manuscripts, porcelain, sculptures, stamps or coins forming part of a collection, articles made of precious metal and/or semi-precious or precious stone, gold and silver plated items, and other collectible items or objects of 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.

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.

Unattended – 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/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.

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 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.

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.

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	What is not covered
<p>5. Theft or attempted theft</p> <p>6. Pressure of snow</p> <p>7. Flood or storm</p> <p>8. Escape of water from fixed water apparatus, pipes or tanks</p> <p>9. Escape of oil from any fixed domestic heating system.</p> <p>10. The Buildings being hit by</p> <ul style="list-style-type: none"> 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. <p>11. Riot, civil commotion, industrial disputes, industrial or political disturbances, vandalism or malicious damage.</p>	<p>5. Loss or damage occurring:</p> <ul style="list-style-type: none"> 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. <p>6. Loss of or damage:</p> <ul style="list-style-type: none"> a) to domestic outbuildings which are not of Standard construction; b) to fences, gates or hedges. <p>7. Loss of or damage to fences, gates and hedges.</p> <p>8. Loss or damage:</p> <ul style="list-style-type: none"> a) to swimming pools; b) caused by subsidence, ground heave or landslip; c) when the buildings have become Unoccupied unless the Buildings are kept heated to a temperature of at least 10 degrees centigrade and the loft hatch lifted where possible; or the water shut off and the fixed water tanks, apparatus and pipes are drained. <p>9. Buildings that are Unoccupied.</p> <p>10. Loss or damage caused by tree surgery at Your Home.</p> <p>11. Loss or damage caused by vandalism or malicious damage when the Home has become Unoccupied.</p>
<p>Insurers will also cover You for the following:</p> <p>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.</p>	<p>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:</p> <ul style="list-style-type: none"> a) Flood or storm; 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 Gardens

The cost of making good damage caused to gardens 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 has become 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.

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.

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 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 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) Gold, silver, gold and silver plated and Personal possessions | £5,000 |
| b) Money and Credit cards | £500 |
| c) Bicycles | £500 |
| d) Any other single article | £50,000 |

The most insurers will pay for Outdoor items, for any one event, is £1000.

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	What is not covered
<p>8. Escape of</p> <ul style="list-style-type: none"> a) Water from fixed water apparatus, pipes or tanks b) Oil from any fixed domestic heating system. <p>9. Impact with any aircraft, train, vehicle, satellites (or anything dropped from them) or animals.</p> <p>10. Falling branches, trees, telegraph poles, electricity pylons or lamp posts.</p> <p>11. Riot, civil commotion, industrial disputes, industrial or political disturbances, vandalism or malicious damage.</p>	<p>8. Loss or damage when the Home has become Unoccupied unless the Buildings are kept heated to a temperature of at least 10 degrees centigrade and the loft hatch lifted where possible, or the water is shut off and the fixed water tanks, apparatus and pipes are drained.</p> <p>9.</p> <p>10. Loss or damage caused by any tree surgery at Your Home.</p> <p>11. Loss or damage caused by vandalism or malicious damage when the Home becomes Unoccupied.</p>

What is covered	What is not covered
<p>12. Food in Freezers or Fridges</p> <p>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.</p> <p>13. Temporary removal of Contents</p> <p>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:</p> <ul style="list-style-type: none"> 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. <p>14. Deeds and Documents</p> <p>The cost of replacing or reinstating deeds, bonds, securities or similar personal documents if they are lost or damaged.</p>	<p>12. Any amount over £1,000</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> a) caused by the deliberate act of any gas or electricity supplier; b) occurring when the Home has become Unoccupied; <p>Food held for Business purposes.</p> <p>13. Loss or damage:</p> <ul style="list-style-type: none"> 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 to 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. <p>Anything that is excluded elsewhere under Part B, Contents Insurance.</p> <p>14. Any amount exceeding £750.</p>

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 has become 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 aggregate sums insured under Part B – Contents and Part C – Fine Art as specified in the Schedule. Insurers will not pay 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 £500. Anything that is excluded elsewhere under Part B, Contents Insurance.

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.

Additional Optional Benefit 1

(Your Schedule will show if this Event is insured by your Policy)

26. 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)

27. 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. Any amount exceeding £3,500.

Anything that is excluded elsewhere under Part B, Contents Insurance.

27. 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; exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or vermin; fungus; insects; wet or dry rot
- d) mechanical or electrical fault or breakdown; inherent defect; 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 are kept heated to a temperature of at least 10 degrees centigrade and the loft hatch lifted where possible, 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 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 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; exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or vermin; fungus; insects; wet or dry rot
 - iv. mechanical or electrical fault or breakdown; inherent defect; 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) other than mechanically propelled gardening equipment
 - 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 are kept heated to a temperature of at least 10 degrees centigrade and the loft hatch lifted where possible, 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 by a courier approved by Insurers and is under the personal supervision of the person concerned.

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 limits 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 limits.

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 limits;
 15. the pursuit or defence of any action alleging defamation or malicious falsehood;
 16. the defence of any Legal Proceedings arising from or relating to Your actual or alleged dishonesty, fraud or malicious conduct unless such Legal Proceedings are successfully defended;
 17. any Legal Proceedings between You and a local or government authority, unless You could lose money if the case is not successful, or concerning the imposition of statutory charges;
 18. any application for judicial review;
 19. Legal Proceedings in constitutional, international, or supranational Courts or tribunals other than the European Court of Justice and the Commission and Court of Human Rights;
 20. a dispute with Us or the Insurer that is not dealt with under 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 limits in respect of:
- i. reasonable legal fees incurred in defending a claim by a financial institution;
 - ii. ancillary costs to notarise fraud affidavits or similar documents necessary to prove Your innocence regarding any financial irregularities committed unlawfully;
 - iii. remove judgments wrongly entered against You
 - iv. challenge the accuracy of information in a consumer credit rating report;
 - v. communication costs incurred in dealing with Financial Institutions, Police and Credit agencies;
 - vi. fees charged for reapplying for a loan which has been rejected;

- b) The Insurer will also pay 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. We will give You our consent if You can satisfy Us that:

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

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

If You decide to commence or continue Legal Proceedings for which We have denied consent on ground 2a) above and is successful, the Insurer will pay Legal costs and expenses as if We had given our consent in the first instance.

The Insurer may discontinue indemnity if, during the Legal Proceedings, We consider that reasonable prospects of successfully pursuing or defending the Legal Proceedings no longer exist.

3. Minimising Claims or Legal Proceedings

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

4. Arbitration

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

The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power

to apportion costs. If the decision is made in favour of Us, Your costs shall not be recoverable under this policy.

This procedure does not prejudice any right that You have recourse to any other complaints procedure to which the Insurer subscribes or to the Courts.

5. Fraudulent Claims

This policy shall be voidable at the discretion of the Insurer if You make any request for payment under this policy:

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

6. Conduct of Legal Proceedings

a) Nomination of the Appointed representative

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

In selecting the Appointed representative You shall have regard to the common law duty to minimise the cost of Legal Proceedings. In all cases the Appointed representative shall be appointed in the name of and on behalf of You.

b) All information to be given to the Appointed representative

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

c) Access to the Appointed representative

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

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	What is not covered
<p>Emergency Property Assistance Please note the Special Conditions specific to Section 3 of this Part E on page 41.</p> <p>The Insurer agrees to provide indemnity up to £500 including VAT for the cost of call-out charges, up to two hours labour, parts and materials, for an Emergency that occurs during the Period of Insurance, within the Territorial Limits.</p> <ol style="list-style-type: none"> 1. The Home's plumbing or drainage system has failed or has been damaged and if not dealt with quickly, flooding or internal water damage is likely as a result of that failure or damage; 2. The Home's internal electricity supply system has failed completely or broken down and if not dealt with quickly will: <ol style="list-style-type: none"> a) make the Home uninhabitable; or b) cause You unreasonable discomfort; 3. The Home's only permanently-installed cooking system has failed completely or broken down and if not dealt with quickly this is likely to cause You unreasonable discomfort; 4. The Home's external locks, doors or windows have either failed completely or been damaged and as a result this has made the Home insecure; 5. The Home's Primary heating system has failed completely or broken down and if not dealt with quickly will: <ol style="list-style-type: none"> a) Make the Home uninhabitable; or b) Cause You unreasonable discomfort; 6. You have: <ol style="list-style-type: none"> a) lost Your only key to the Home; b) there is no other available key; and c) You are unable to gain normal access to the property. 	<p>The Insurer will not pay for claims arising directly or indirectly from or relating to:</p> <ol style="list-style-type: none"> a) an Event which is not an Emergency; b) any system, equipment or facility which has not been properly installed, maintained, serviced or kept in repair in accordance with the manufacturer's instructions or has been incorrectly used or modified or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect; c) any decorative or cosmetic part of any equipment; d) Your own negligence, except in relation to '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 Home;
- 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

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 increase but at each renewal Insurers will work out the renewal premium on the sum insured which applies on the first day of the renewal month.

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 incident which might result in a claim against You that may be insured under Your policy, You must:

 - a)** Write or telephone Us as soon as possible giving full details of the incident;
 - 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.