

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

## PRESTIGE HOME policy wording



*home  
& legacy*

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

ACPERHL1204/2 06.10

## Useful numbers

Home & Legacy Insurance Services Ltd  
T 0844 893 8360  
F 0844 893 8386  
Emergency Property Assistance  
T 0845 070 1228 – Select Option 3  
Legal and Identity Theft  
T 0845 070 1228 – Select Option 1  
– Advice  
– Claims  
T 0845 070 1228 – Select Option 2  
If you are abroad  
T +44 (0) 20 3118 777.

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**About Home and Legacy Insurance Services Limited**

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

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

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



# Introduction

Many of the words and phrases used in this **Prestige Home Policy** have special meanings. These words are highlighted throughout the whole of the policy wording by the use of bold print. For the meanings of the words and phrases used refer to the **definitions** on pages 9 to 12.

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

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

The insurance provided under this **Prestige Home Policy** dated 1st June 2010 has been specially designed for higher net worth individuals and their families. It provides advantageous coverage whilst remaining highly competitive in price. The **Prestige Home Policy** cover has five **parts**, and **your** selection of **parts** is set out in **your schedule**.

The **parts** are as follows:

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

**Part B** – General contents

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

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

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

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

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

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

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

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

## Your Prestige Home Policy

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

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

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

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

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

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

# How Your Cover Works

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

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

## Changes to your circumstances

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

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

Please refer to General Condition 1 on page 13 for circumstances that **you** should tell **us** about.

## Cancellation

### Cancelling your policy within the first 14 days

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

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

If **you** choose to cancel the policy, provided **you** have not made a claim, **you** will be entitled to a full refund of the premium paid. If **you** have made a claim the amount of refund will be calculated proportionately for the time for which you have been covered based on the annual premium payable. Where an **event** has occurred which may give rise to a total loss claim the full annual premium may be payable. If **you** choose to cancel this policy any additional optional add-ons (e.g. travel insurance) **you** have included 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 Prestige Home Policy**, **we** will assume that **you** wish **your Prestige Home Policy** to continue for the agreed **period of insurance**.

### Cancelling your Prestige Home Policy after the first 14 days

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

If **you** cancel the policy outside the first 14 days you will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered, plus an administration fee of £100 to cover Home & Legacy's costs. As long as you have not claimed during the current period of insurance the amount of refund will be calculated on a proportionate basis for the time for which you have been covered based on the annual premium payable plus the additional charge of £100 for administration (subject to Insurance Premium Tax, where applicable). Where an **event** has occurred which has resulted in a claim or which may give rise to a claim, the full annual premium may be payable to **us**.

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

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

**We** reserve the right to cancel this policy immediately in the event of non-payment of the premium or default by **you** under a monthly instalment plan.

## Financial Services Compensation Scheme

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

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

Tel: 0207 892 7300  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## Use of Language

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

## Law applicable

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

## Telephone Recording

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

# How to Make a Claim

## What to do in the event of a claim

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

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

- Upon the discovery of an event which may give rise to a claim please telephone **us** or **your insurance intermediary**. **You** can notify **us** of a claim by telephoning **0844 893 8360**. If you are abroad and would like to contact us, please call **+44 (0) 20 3118 7777**.
- For loss or damage discovered outside normal business hours that is an emergency, please contact the **Home and Legacy Helpline** on **0845 070 1228** and select ‘**option 3**’, quoting **your** policy number and postcode. **Your** policy number can be found on **your** policy **schedule**.
- Make any reasonable temporary repairs as soon as possible but keep the bills as these may form part of **your** claim. If possible, it would be helpful to take photos of the damage.
- **Insurers** must have the chance to inspect any damage before **you** carry out permanent repairs. Any estimates that **you** obtain for permanent repairs or other work must be approved before work begins.
- **Insurers** may arrange for a claims inspector or a loss adjuster to discuss **your** claim with **you** or **your insurance intermediary**.
- **You** may be asked to complete a claim form. A claim form can be obtained by contacting **us** or **your insurance intermediary**. Claim forms are also available from **our** website **www.homeandlegacy.co.uk**
- If someone is holding **you** responsible for damage to their property or for **bodily injury** to them, please tell **us** at **your** first opportunity and give **us** full written details. **You** must send **us** any writ, summons or other legal document immediately and unanswered. Do not admit liability. **You** should also refer to General Condition 7 on page 14.
- If **your** loss is likely to be also covered in whole or in **part** by another policy or policies of insurance **you** are entitled to claim under this policy. However **you** must tell **us** about any other insurance in force and assist the **insurers** to claim back a contribution towards the loss from the other **insurers** concerned.

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

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

### Section 1 – Family Legal Expenses

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

### Section 2 – Identity Fraud

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

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

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

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

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

## How to Make a Claim (continued)

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

### Section 3 – Emergency Property Assistance

#### Emergency Property Assistance

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

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

# 24-Hour Emergency Property Assistance and Legal Helplines

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

## Legal Helplines

### Personal Legal, Medical and Tax Helplines

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

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

### Telephone Counselling

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

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

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

### Emergency Property Assistance Helpline

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

### The service

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

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

### What to do

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

### What will happen next?

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

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

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

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

# Customer Service

## What to do if you are not satisfied

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

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

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

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

Telephone: 0844 893 8360

Fax: 0844 893 8386

Email: [general@homeandlegacy.co.uk](mailto:general@homeandlegacy.co.uk)

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

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

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

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

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

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

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

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

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

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

# Definitions

## Definitions

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

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

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

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

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

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

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

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

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

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

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

*Also not included are spare parts and accessories, (although cover is provided for **your** computerised motor vehicle accessories when taken out of the vehicle and kept in the **buildings of your home**), any part of the structure of the **buildings, animals, personal possessions, or credit cards**.*

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

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

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

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

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

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

If **you** make a claim for what **we** identify as one or more separate events, **you** will need to pay a **deductible** for each separate event that **we** have identified.

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

## Definitions (continued)

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

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

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

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

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

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

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

**Furs** – Articles made of or containing fur.

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

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

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

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

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

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

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

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

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

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

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

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

## Definitions (continued)

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

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

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

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

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

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

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

**Part** – This policy wording is divided into 5 **parts** lettered A to E. **Your** selection of coverage is set out in the **schedule**.

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

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

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

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

**Prestige Home Policy** – The collection of insurances made up from those **parts** of this document as are agreed between **you** and **your insurers** will be covered. The list of **parts** in **your Prestige Home Policy** is set out in **your schedule**. This **Prestige Home Policy** is dated 1st June 2010.

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

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

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

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

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

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

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

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

## Definitions (continued)

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

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

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

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

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

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

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

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

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

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

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

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

# General Conditions

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

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

### 1. Change of Circumstances

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

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

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

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

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

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

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

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

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

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

### 2. Sums Insured

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

#### Buildings

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

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

#### Outdoor items

The cost of replacing them as new.

#### Contents

The cost of replacing them as new.

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

The current market value.

#### Personal Possessions

The cost of replacing them as new.

#### Index Linking

Inflation may make the **sums insured** inadequate. **Insurers** will therefore adjust the **sum insured** for **buildings** and **contents** each month in accordance with the movements in the following indices or some other suitable index **we** decide upon. No increase or decrease in premium will be due for each monthly **sum insured** change but at each renewal the revised sum insured will be calculated and shown on the **schedule**.

- **Part A, Buildings**

The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

- **Part B, Contents**

The Government's Retail Price Index.

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

## General Conditions (continued)

### 3. State of Repair

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

### 4. Reasonable Care

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

### 5. Unoccupancy and Letting

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

### 6. Building Works

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

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

### 7. Incident Reporting

If **you** become aware of any **event** which may give rise to a claim under the policy **you** must:

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

### 8. Third Party Rights

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

### 9. Assignment

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

### 10. Recovery & Rights

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

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

### 11. Other Insurance

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

### 12. Fraud

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

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

### 13. Renewal

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

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

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

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

### 14. Premium Payment

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

# General Exclusions

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

### 1.

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

Applicable to all **Sections** except

**Part A, Section 8**

**Part B, Sections 17 and 18**

### 2. Parts A–D only

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

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

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

- 4.** This **Prestige Home Policy** excludes all loss or damage resulting from building works costing more than £25,000 or involving the application of heat and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor or building firm (unless full details of any building works and building contract have been disclosed and agreed by **us**).

# Part A – Buildings

If this **part** is in force, **insurers** will cover the risks set out below, subject to the exceptions set out below under what insurers do not cover. Insured values, limits, **deductibles** and other details specific to **you** are set out in the **schedule** and **endorsements**. General conditions, exclusions and cancellation provisions, which apply to all **parts**, are set out on pages 13, 14, 15 and 4.

## Definitions

Where a word or phrase appears in **bold** type please refer to the **definitions** on pages 9–12.

## Basis of Settlement

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

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

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

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

## Outdoor items

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

## What is covered

### Section 1

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

### Section 2

#### Outdoor items

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

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

*Cover under this section excludes damage caused by*

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

### Section 3

#### Additions, Alterations and Improvements

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

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

### Section 4

#### Trace and Access

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

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

### Section 5

#### Alternative accommodation and loss of rent

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

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

## Part A – Buildings (continued)

## What is covered

### Section 6

#### Compulsory Evacuation

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

### Section 7

#### Fees and other expenses

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

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

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

### Section 8

#### Your liability to others as property owner

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

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

#### c) Solicitors' fees for:

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

*This section does not include liability:*

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

### Section 9

#### Sale of Buildings

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

### Section 10

#### Emergency Access to your home

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

### Section 11

#### Replacement of external locks and keys

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

## Part A – Buildings (continued)

## What is not covered

## Section 1

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

# Part B – Contents

If this **part** is in force, **insurers** will cover the risks set out below, subject to the exceptions set out below. Insured values, limits, **deductibles** and other details specific to **you** are set out in the **schedule** and **endorsements**. General conditions, exclusions and cancellation provisions, which apply to all **parts**, are set out on pages 13, 14, 15, and 4.

## Definitions

Where a word or phrase appears in bold type please refer to the **definitions** on pages 9–12.

## Basis of Settlement

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

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

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

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

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

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

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

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

## What is covered

### Insurers cover you for the events set out below:

#### Section 1

##### Contents

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

#### Section 2

##### Food in Freezers and Fridges

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

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

#### Section 3

##### Computer records

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

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

#### Section 4

##### Deeds and Personal Documents

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

## Part B – Contents (continued)

### What is covered

#### Section 5

##### Glass and sanitary ware

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

#### Section 6

##### Rent

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

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

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

#### Section 7

##### Alternative accommodation

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

#### Section 8

##### Replacement of external locks and keys

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

#### Section 9

##### Religious Festivals and Wedding Gifts

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

#### Section 10

##### Guest Personal Effects

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

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

#### Section 11

##### Fatal injury

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

#### Section 12

##### Halls of Residence or Residential Care

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

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

#### Section 13

##### Debris Removal

**Insurers** will pay up to £1,000 following the occurrence of loss or damage caused by an **event** covered under **section 1**: a) to remove debris; and b) to return the **contents** back to the room(s) where the **event** that resulted in the loss or damage occurred.

## Part B – Contents (continued)

### What is covered

#### Section 14

##### Loss of domestic heating oil, domestic tank & metered gas and metered water

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

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

#### Section 15

##### New Acquisitions

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

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

#### Section 16

##### Your legal liability as Tenant or Licensee

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

*This section does not cover any legal liability:*

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

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

#### Section 17

##### Your liability to others

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

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

In addition, **insurers** cover:

**Solicitors** fees for:

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

**Insurers will not cover under Section 17**

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

## Part B – Contents (continued)

## What is covered

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

## Section 18

## Your liability to domestic employees

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

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

## Section 19

## Irrecoverable Judgements

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

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

## What is not covered

## Section 1

- a) The amount of the **deductible** shown in **your schedule**
- b) Loss or damage caused by:
  - i) gradual emission of smoke
  - ii) aridity, humidity; rising damp, exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or **vermin**; fungus; **mould**; wet or dry rot
  - iii) mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials
  - iv) wear, tear and gradual deterioration
  - v) magnetic or electrical fields
  - vi) felling or lopping of trees
  - vii) rising ground water levels

## Part B – Contents (continued)

### What is not covered

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

# Part C – Fine Art

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

## Definitions

Where a word or phrase appears in bold type please refer to the **definitions** on pages 9–12.

## Basis of Settlement

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

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

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

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

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

## What is covered

### Insurers cover you for the events set out below:

#### Section 1

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

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

#### Section 2

##### **Vaulted items**

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

#### Section 3

##### **New Acquisitions**

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

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

## Part C – Fine Art (continued)

### What is not covered

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

# Part D – Personal Possessions

If this **part** is in force, **insurers** will cover the risks set out below, subject to the exceptions set out under what insurers do not cover below. Insured values, limits, **deductibles** and other details specific to **you** are set out in the **schedule** and **endorsements**. General conditions, exclusions and cancellation provisions, which apply to all **parts** are set out on pages 13, 14, 15, and 4.

## Definitions

Where a word or phrase appears in bold type please refer to the **definitions** on pages 9–12.

## Basis of Settlement

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

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

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

## What is covered

### Insurers cover you for the events set out below:

#### Section 1

##### Personal possessions

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

#### Section 2

##### Vaulted personal possessions

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

#### Section 3

##### Money and Credit cards

**Insurers** will pay up to £2,500 for loss or theft of **money** and up to £5,000 in respect of 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. All loss or theft of **money** and **credit cards** incidents must be reported to the police. Loss or theft of **credit cards** should also be reported to the card issuer.

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

#### Section 4

##### New Acquisitions

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

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

## Part D – Personal Possessions (continued)

### What is not covered

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

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

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

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

**Part E** is a self-contained coverage, separate from the remainder of this policy. The General Conditions pages 13–14, and General Exclusions page 15 and Cancellation provisions page 4 do however also apply to this **part**.

## Definitions

Many of the words and phrases used in this **part** of the policy have special meanings. These words appear in **bold type**, please refer to the **definitions** on pages 9–12.

## Personal Legal Medical and Tax Helplines

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

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

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

## Telephone Counselling

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

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

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

## Section 1

### Family Legal Protection

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

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

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

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

### IMPORTANT NOTICE applicable to Section 1 of Part E

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

Any **Legal costs and expenses you** incur before **your** claim has been accepted by **us** will not be covered under the policy – see Condition 2 on page 34.

### Limit of Indemnity – Family Legal Protection

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

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

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

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

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

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

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

### Section 1 – Exclusions – applicable to Section 1

#### Family Legal Protection

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

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

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

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

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

8. any **legal costs and expenses** you could claim under any other insurance;
9. any **legal proceedings** over loss or damage covered under a specific insurance policy;
10. any **legal costs and expenses** in respect of a dispute with an **insurer** over a contract of insurance where the dispute relates only to the amount payable for a claim or the way in which a claim should be settled;
11. any **legal proceedings** between any members of **your household** (this does not apply to accidents involving motor vehicles);
12. any **legal proceedings** between **you** and **your** husband, wife or partner or former husband, wife or partner. This includes **legal proceedings** relating to custody, access or maintenance;
13. damages, fines or penalties of any nature incurred by **you** in **legal proceedings**;
14. any **legal proceedings** brought outside the **territorial limits**;
15. the pursuit or defence of any action alleging defamation or malicious falsehood;
16. the defence of any **legal proceedings** arising from or relating to **your** actual or alleged dishonesty, fraud or malicious conduct unless such **legal proceedings** are successfully defended;
17. any **legal proceedings** between **you** and a local or government authority, unless **you** could lose money if the case is not successful, or concerning the imposition of statutory charges;
18. any application for judicial review;
19. **Legal proceedings** in constitutional, international, or supranational Courts or tribunals other than the European Court of Justice and the Commission and Court of Human Rights;
20. a dispute with **us** or the **insurer** that is not dealt with under Special Condition 4 on page 35.
21. any **legal proceedings** arising directly or indirectly from;
  - i) Equipment failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all;
  - ii) Computer viruses, including any program or software which prevents any operating system, computer program or software working properly or at all.

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

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

### Section 2

#### Identity Fraud

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

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

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

#### IMPORTANT NOTICE applicable to Section 2 of Part E

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

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

#### Limit of Indemnity – Identity Fraud

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

### What is covered

#### 1. Identity Fraud

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

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

### What is not covered

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

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

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

### Section 2 – Conditions applicable

#### Identity Fraud

(Refer also to the Special Conditions that apply)

#### Your duties

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

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

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

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

### Sections 1 and 2 – Special Conditions

#### Family Legal Protection and Identity Fraud

##### 1. Notification of claims

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

##### 2. Consent

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

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

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

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

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

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

### 3. Minimising Claims or Legal proceedings

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

### 4. Arbitration

Any dispute between **you** and **us** in respect of this policy may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties. Failing agreement, the arbitrator shall be nominated by the President of the appropriate Law Society, Bar Council or other professional body within the **territorial 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) **You** are free to choose an **appointed representative** (by sending us a suitably qualified person's name and address) If **you** ask **us**, **we** may assist **you** in choosing a suitable representative.

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

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

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

#### b) All information to be given to the Appointed Representative

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

#### c) Access to the Appointed Representative

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

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

**d) Instruction of counsel or appointment of expert witnesses**

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

**e) Appeal Procedure**

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

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

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

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

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

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

**h) Offer of settlement**

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

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

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

**i) Withdrawal by you**

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

**j) Payment of Legal costs and expenses**

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

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

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

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

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

**k) Recovery of costs and expenses**

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

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

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

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

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

### Section 3

#### Emergency Property Assistance

##### Limit of Indemnity

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

#### What is covered

##### Emergency Property Assistance

Please note the Special Conditions specific to **Section 3** of this **Part E**

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**.

1. The **home's** plumbing or drainage system has failed or has been damaged and if not dealt with quickly, flooding or internal water damage is likely as a result of that failure or damage;
2. The **home's** internal electricity supply system has failed completely or broken down and if not dealt with quickly will:
  - a) make the **home** uninhabitable; or
  - b) cause **you** unreasonable discomfort;
3. The **home's** only permanently-installed cooking system has failed completely or broken down and if not dealt with quickly this is likely to cause **you** unreasonable discomfort;
4. The **home's** external locks, doors or windows have either failed completely or been damaged and as a result this has made the **home** insecure;
5. The **home's Primary heating system** has failed completely or broken down and if not dealt with quickly will:
  - a) Make the **home** uninhabitable; or
  - b) Cause **you** unreasonable discomfort;
6. **You** have:
  - a) lost **your** only key to the **home**;
  - b) there is no other available key; and **you** are unable to gain normal access to the property.

#### What is not covered

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

- a) an **event** which is not an **emergency**;
- b) any system, equipment or facility which has not been properly installed, maintained, serviced or kept in repair in accordance with the manufacturer's instructions or has been incorrectly used or modified or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect;
- c) any decorative or cosmetic part of any equipment;
- d) **your** own negligence, except in relation to an insured **emergency** as set out under '**What is covered**' or deliberate act;
- e) food, drinks, telephone calls or other incidental expenses; the lighting of boilers or the incorrect operation or routine adjustment of time or temperature controls;
- f) garages, outbuildings, cess pits, septic tanks or fuel tanks;
- g) claims arising when the **home** becomes **unoccupied**;
- h) the interruption or disconnection of utility services to the **home** however caused, or the failure or breakdown of the electricity or water or gas supply or gas leaks;
- i) call-out charges, materials, labour charges or other costs covered by a manufacturer's, supplier's or installer's guarantee or warranty;
- j) loss or damage to any property that has arisen from the provision of or delay in providing the services under this **section** unless negligence on our part can be proven;
- k) malfunction to any computer software or operating systems;
- l) charges which are more specifically insured or any amount that **you** cannot recover from a more specific insurance because the **insurer** refuses the claim;

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

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

### Special Conditions – Section 3

#### Emergency Property Assistance

##### 1. Your duties

**You** must:

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

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

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

##### 2. Waiver

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

##### 3. Transferring your rights

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

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

### 4. Notices

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

### 5. Disputes

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

### 6. Making a Claim

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

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

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

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

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

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

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

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

