

HOME &
LEGACY

EXPERTLY CRAFTED
INSURANCE

Ultimate Home

POLICY WORDING

MAY 2023

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Welcome

Thank you for choosing Home & Legacy as the provider for your insurance.

Welcome to your Ultimate Home Insurance policy. This policy is ideal for those with high value homes in the UK and/or who own expensive items to provide all risks cover for your buildings and contents, worldwide.

This policy document, along with your policy schedule, sets out everything you need to know about your Ultimate Home Insurance. Please keep them both together, somewhere safe.

We are committed to giving you a first-class level of service, at every stage. You'll be pleased to know we handle most claims in-house so are able to settle the majority of claims promptly. For your convenience you'll also deal with the same claims handler throughout the entire process.

As you already know, we specialise in high value home insurance, but we also offer worldwide travel insurance that compliments our home insurance products and landlord insurance.

We understand people are as unique as their insurance needs so if we can be of any further assistance to you, just tell us your situation – either via your trusted insurance intermediary or directly if you do not use an insurance intermediary – and let our professionally trained staff do the rest.



Barry O'Neill

Managing Director
Home & Legacy

Important Advice & Information

For general advice

Contact the insurance intermediary you consulted to arrange your policy. If you did not consult an insurance intermediary, please contact us at **Home & Legacy**.

Contact **Home & Legacy**:

From the UK **0344 893 8360**
From overseas **+44 (0) 20 3118 7777**

Lines are open Monday to Friday 9am to 5pm (not bank or public holidays).

For legal advice and assistance

Your policy includes access to the Home & Legacy Legal Assistance helpline to give advice on any personal legal matter.

Contact Home & Legacy Legal Assistance:

From the UK **0344 854 1775**
From overseas **+44 (0) 1454 451660**

When you call Home & Legacy Legal Assistance state you are a **Home & Legacy** Legal Expenses policyholder and quote reference **36758**. You will then be asked for a brief summary of the problem.

Lines are open 24 hours a day, 365 days a year.

Your policy also gives you access to legal support and guidance online to help you produce legal documents for a range of matters that can affect your personal lifestyle. To register visit homeandlegacy.co.uk/lawclub using the registration code which can be found on your policy schedule.

For tax advice

Your policy includes access to a tax advice helpline provided by Markel Tax Protection to give advice on any personal tax matter affecting you.

Contact Markel Tax Protection:

From the UK **0344 873 0244**

Advice provided will be in accordance with the taxation laws of Great Britain and Northern Ireland. The Tax Advice Helpline cannot provide advice on the laws of any other country or jurisdiction. When contacting the Tax Advice Helpline, you should quote reference 36758 and state you are a Home & Legacy policyholder.

Lines are open Monday to Friday 9am to 5pm (not bank or public holidays).

Important Advice & Information (continued)

For identity fraud detection & assistance

Access to a confidential advice helpline is provided by TransUnion to assist and advise if you have any concerns about being or becoming a victim of identity fraud.

Before you can use the helpline services you will have to activate your membership. Membership is available for the insured and the named partner of the insured (the joint insured) as stated on the policy schedule.

To activate your membership go to homeandlegacy.creditview.co.uk. You will need your policy schedule when registering as you will be asked for your customer reference, the first part of the policy reference shown on your policy schedule.

Contact TransUnion: **0333 014 2977**

Lines are open Monday to Friday 8am to 6pm (not bank or public holidays).

Important Claims Information

To report claims

Please have your policy number to hand when you call to report any claim.

For guidance on how to make a claim, please refer to the relevant section of this policy under the heading, How to make a claim.

For Buildings, Contents and Liability claims (Sections 1 to 3 of the policy)

Contact the **Home & Legacy** claims team:

From the UK **0344 893 8360**

From overseas **+44 (0) 20 3118 7777**

Lines are open Monday to Friday 9am to 5pm (not bank or public holidays).

Email **claimsteam@homeandlegacy.co.uk**

Claims can also be reported online at homeandlegacy.co.uk/claims.

Outside of **Home & Legacy's** standard hours (stated above) claims can be reported by calling the Home Emergency Assistance helpline operated by Allianz Global Assistance:

From the UK or from overseas **+44 (0) 208 603 9849**

The out of hours line is available 24 hours a day, 365 days a year.

For Legal Expenses claims (Section 4 of the policy)

Contact Home & Legacy Legal Assistance:

From the UK **0344 854 1775**

From overseas **+44 (0) 1454 451660**

Lines are open 24 hours a day, 365 days a year.

For Home Emergency Assistance (Section 6 of the policy)

Contact Allianz Global Assistance:

From the UK or from overseas **+44 (0) 208 603 9849**

Lines are open 24 hours a day, 365 days a year.

Things We Need To Tell You About

This policy

This Ultimate Home policy document is split into 6 sections. Not all sections of this policy may apply to you. The covers you have selected will be shown on your policy schedule and are subject to the terms, conditions and exclusions set out in this policy document and any later written notices sent to you by **Home & Legacy**.

This policy is not complete without a policy schedule. Your policy schedule will be issued to you if your application for insurance is accepted.

Your policy will continue for the period of insurance shown on your policy schedule and covers you only for insured events that occur during that period, other than Section 4 – Legal Expenses where the incident giving rise to a claim must have been first known about and reported during the same period of insurance.

Home & Legacy

This policy cover has been arranged and is administered by Home and Legacy Insurance Services Limited. 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 Conduct Authority. Financial Services Register number is 307523.

The insurers or service providers

Sections 1 to 3 – Buildings, Contents and Your Liabilities The name of the insurer(s) who underwrite sections 1 to 3 of your policy cover will be shown on your policy schedule.

Section 4 – Legal Expenses is underwritten by Allianz Legal Protection, a trading name of Allianz Insurance plc.

Section 5 – Identity Fraud Detection & Assistance is provided by TransUnion International UK Limited trading as TransUnion.

Section 6 – Home Emergency Assistance is underwritten by AWP P&C SA and is administered in the United Kingdom by Allianz Global Assistance, a trading name of AWP Assistance UK Ltd.

What our words mean

In this policy document, many of the words and phrases used have a particular meaning. When you read them, we want that meaning to be clear so there are no misunderstandings. The words and phrases which have particular meanings are defined at the start of each section of this policy where they are used, under the heading “What our words mean”.

Throughout the entire policy document all reference to “**Home & Legacy**” means Home and Legacy Insurance Services Limited. Within each section of this policy where we reference ‘**we, us and our**’ this means the insurer(s) who underwrite the cover and/or provider of the services and/or **Home & Legacy** when **we** are acting as their agent.

Wherever these words are used throughout this policy document they will be highlighted in bold print.

Things We Need To Tell You About (continued)

Your contract of insurance

Your policy is a legal contract between you and us.

When you first take out, make changes to, or renew your policy, we will ask various questions that are relevant to us accepting the risk of insurance, and on what terms. When you answer those questions, you are required to take care not to misrepresent any information and to give us all of the information you are asked for. If you give us incorrect or incomplete information the wrong terms may be quoted, or we may be entitled to reject payment of a claim, or payment could be reduced. In certain circumstances your policy might be invalid and you may not be entitled to a refund of premium.

We recommend that you keep a record of all information supplied to us for the purposes of your policy for future reference.

Your policy includes:

- information contained on your application and/or the statement of facts document which confirms the information given to us by you or your insurance intermediary;
- your policy schedule, which confirms the sections of the cover we are providing, including any endorsements (variations in the terms, conditions and/or exclusions of your policy); the period of insurance; your premium; details about you and your property; and any excesses that apply to the cover(s) provided;
- this policy document which details the cover we provide and the exclusions and conditions which apply;
- any changes to your policy contained in written notices sent by Home & Legacy at renewal.

You need to keep all of these documents in a safe place, together with receipts, other evidence of ownership and value of your insured property.

Our provision of insurance under your policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of the policy.

Please examine your policy carefully to ensure it meets your needs. If you do not understand the terms, exclusions or conditions, or if any information is incorrect or incomplete you must tell your insurance intermediary or Home & Legacy, if you do not use an insurance intermediary.

The cost of the insurance

The insurance we provide is subject to you paying or agreeing to pay the premium by the due date. To calculate your premium, we consider things such as:

- the type(s) of cover requested;
- the construction of your building(s) and/or type of contents;
- the sum insured;
- the location of your building(s) and/or contents;
- the purpose(s) for which your building(s) are used; and
- your previous insurance history.

Generally, the greater the risk of loss or damage, the higher the premium will be. For example, a policy experiencing higher frequency of claims or a higher sum insured will have a larger premium than one experiencing a lower frequency of claims or lower sums insured.

Your premium also takes into account our obligation to pay any Insurance Premium Taxes that are levied by HM Government, related to your policy.

Things We Need To Tell You About (continued)

We will tell you the total amount payable, when it needs to be paid and how it can be paid. This amount will be clearly set out in your policy schedule.

In consideration of the payment of the premium for the period of insurance, we will provide the cover set out in this policy document for the sections of the cover applicable subject to any endorsements, as shown on your policy schedule.

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

The renewal of the contract of insurance

Each renewal of your policy represents a new contract of insurance.

If you report a claim or incident that may lead to a claim after Home & Legacy have calculated your renewal terms and premium, which occurred during the current policy period, renewal terms may be amended and/or you may need to pay an extra premium.

To renew your policy you or your insurance intermediary must tell us that you agree to accept the new terms for the new period of insurance. You will be provided with a renewal schedule showing the new period of cover.

Requesting a policy document and additional support

A further copy of this policy document will be sent to you upon request to your insurance intermediary or Home & Legacy; or can be downloaded from Home & Legacy's website at homeandlegacy.co.uk.

This policy document and other associated documentation can also be made available in large print, audio or braille. If you need any of these formats please contact Home & Legacy on 0344 893 8360 and we will be pleased to organise an alternative for you.

If you require any additional support or have any special needs please let us know and we will do our best to communicate with you in other ways depending on your needs.

If your information or circumstances change

You must tell your insurance intermediary or Home & Legacy as soon as possible about any changes to the information shown on your most recent policy schedule or statement of facts documents or if the information shown is incorrect or incomplete. If we are not informed of any changes or corrections this may affect your ability to claim under the policy.

The General Conditions for each section of this policy set out the changes of circumstances and type of information that you are required to tell us about.

If you cancel your policy within the first 15 days (cooling off rights)

You have a legal right to cancel your policy within 15 days from the day of purchase or renewal of the contract or the day you receive your policy or renewal documentation, whichever is later.

If you wish to cancel and the insurance cover has not yet started you will be entitled to a full refund of the premium paid. If you choose to cancel your policy and the insurance cover has already started you will be entitled to a refund of the premium paid except where a claim or an event that may lead to a claim has occurred during the period of cover we have provided, in which case the full annual premium may be payable to us.

Things We Need To Tell You About (continued)

If you cancel your cover any optional travel insurance you purchased together with your policy will also be automatically cancelled from the same date.

You can exercise your right to cancel by contacting the insurance intermediary through whom you arranged your policy or if you did not arrange your insurance through an insurance intermediary by contacting:

Address Home and Legacy Insurance Services Limited
Witan Gate House
500-600 Witan Gate West
Milton Keynes
MK9 1GB

Telephone From the UK **0344 893 8360**
From overseas **+44 (0) 20 3118 7777**

Email info@homeandlegacy.co.uk

If after 15 days you have not cancelled your policy, your policy will continue for the agreed period of insurance shown on your latest policy schedule.

If you cancel your policy after the first 15 days

You can cancel the policy at any time by telling us, irrespective of your cooling off rights.

If you choose to cancel your policy you will be entitled to a refund of the premium paid unless you have made a claim or an event has occurred that may lead to a claim during the period of cover we have provided, in which case the full annual premium may be payable.

If a refund of premium is due to you it will be calculated as a proportion of the annual premium less a proportionate deduction for the time you have been covered.

We will not refund a premium amount of less than £15 plus Insurance Premium Tax.

If you cancel your policy after the first 15 days, cover under all sections of this policy will end and any optional travel insurance you have purchased together with your policy will automatically be cancelled.

If the amount due when you cancel the policy is more than the amount you have paid **Home & Legacy** may ask you to pay the difference.

You can exercise your right to cancel your policy, by contacting the insurance intermediary through whom you arranged your insurance or if you did not arrange your insurance through an insurance intermediary by contacting:

Address Home and Legacy Insurance Services Limited
Witan Gate House
500-600 Witan Gate West
Milton Keynes
MK9 1GB

Telephone From the UK **0344 893 8360**
From overseas **+44 (0) 20 3118 7777**

Email info@homeandlegacy.co.uk

Things We Need To Tell You About (continued)

The Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **Home & Legacy** or the insurer(s) cannot meet its obligations to you under this contract of insurance. Further information about compensation scheme arrangements is available from the FSCS. Information can be obtained by visiting the Financial Services Compensation Scheme website at fscs.org.uk or by contacting them at:

Address	Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY
Freephone	0800 678 1100
Telephone	0207 741 4100
Email	Use the FSCS online form that is available at fscs.org.uk

Our 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.

Our choice of law

The law of England and Wales will apply to this contract unless:

- you and we agree otherwise; or
- at the date of the contract, you are a resident of (or in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law applicable in that territory will apply.

Please note that English Law will apply to Section 4 – Legal expenses.

Telephone recording

Telephone calls may be recorded for training and/or monitoring purposes.

Things We Need To Tell You About (continued)

Privacy notice (how we use personal information)

Introduction

This notice explains how we collect, use and store personal information. Your privacy and personal information are important to us and we are committed to keeping it protected. We've tried to make this notice as clear and transparent as possible, so you are confident about how we use your information. As data controller, we are responsible for decisions about how your information will be processed and managed.

You will also find details below regarding your rights under data protection laws and how to contact us.

1 Who we are and whose personal information we collect

When we refer to "we", "us" and "our" in this notice it means Home and Legacy Insurance Services Limited. When we say "you" and "your" and "individuals" in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses
- anyone who has a business relationship or transacts business with us or provides us with a service, such as the insurers who underwrite your cover, insurance brokers and intermediaries.

2 How we use personal information

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil our contract
- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to send marketing information about our products and services if we have received your specific consent.

We also use personal information for the legitimate needs of our business. This includes, but is not limited to:

- managing our business
- conducting market research and enhancing customer service
- managing our relationships with business partners
- developing and improving our administration, security services and insurance applications
- providing a service that keeps our customers and suppliers safe by identifying vulnerability to better meet their needs.

There is no obligation to provide us with personal information, but we cannot provide our products and services without it.

Anyone whose personal information we hold has the right to object to us using it. They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found on pages 16-17.

Things We Need To Tell You About (continued)

3 Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer your policy. This helps us decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so please contact us using the details in paragraph 9: Know Your Rights and we will review the decision.

4 The personal information we collect

The information we collect will depend on our relationship with you. We collect the following types of personal information so we can complete the activities in paragraph 2: How we use personal information:

- basic personal details such as name, age, contact details and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video, including surveillance to help us manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- information collected from your devices relating to your use of our websites, including via the use of cookies (see paragraph 5: Where we collect personal information below)
- accessibility details if we need to make reasonable adjustments to help
- business activities if it is relevant to the insurance policy or claim.

In certain circumstances, we may request and/or receive special category or sensitive information about you. We would only collect this information if it is relevant to the insurance policy or claim or where it is necessary for a legal obligation:

- your current or former physical or mental health
- criminal offences, including alleged offences, criminal proceedings, outcomes and sentences (previous criminal convictions, bankruptcies and other financial sanctions such as County Court Judgements)
- data relating to children in some circumstances, for example where the child is a beneficiary under a policy or if involved in a claim.

Things We Need To Tell You About (continued)

5 Where we collect personal information

We collect personal information direct from individuals, their representatives or from information they have made public, for example, on social media.

We also collect personal information from other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- insurers or service providers who underwrite the insurance or provide the services for our products
- other involved parties, for example, claimants witnesses or business partners.

Cookies and similar technologies

We use technology on our website, apps. and emails, such as the use of cookies or small text files on our website or pixels within emails. We use cookies and similar technologies in order to:

- to provide online services
- to enhance your online experience
- to help prevent fraud
- enhance online security of your data
- deliver content when you are browsing elsewhere
- help us understand how our website, apps. and emails can be improved.

We don't store any contact details or banking information. Please refer to our Cookie Policy for more details and to manage your cookie preferences. homeandlegacy.co.uk/cookie-policy.

6 Sharing personal information

We only share your information when necessary for the purposes stated in paragraph 2: How we use personal information.

We may share personal information with:

- other companies within the global Allianz Group (visit allianz.com for more details)
- credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example, the Insurance Fraud Bureau (IFB)
- our approved suppliers to help deal with claims or to provide and manage our services, for example, legal advisors, loss adjusters, premium finance companies and risk surveyors
- insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other organisations that provide services to us or you, for example, the Claims and Underwriting Exchange (CUE)
- providers of data services and data analysts who support us with developing our products and enhancing customer service and experience
- external agencies for market research purposes
- third parties in connection with the sale, transfer or disposal of our business.

Things We Need To Tell You About (continued)

7 Transferring personal information outside the UK

We, or third parties acting on our behalf, may need to transfer personal information outside of the UK. In such cases as this is necessary, we shall ensure that any transfer of personal information has adequate safeguards in place to protect your data and privacy rights. Where we transfer to suppliers outside the UK, we ensure that contractual obligations are put in place to maintain the equivalent levels of data protection as we would administer.

Transfers of data between other members of the global Allianz Group are covered by Binding Corporate Rules (BCRs), which contractually oblige each entity to ensure that your personal information is protected to an adequate and consistent level wherever it is transferred within the group.

For more information about BCRs, data transfers and the safeguards we have in place, please contact our Data Protection Officer using the details in paragraph 10.

8 How long we keep personal information

We keep information only for as long as we need it to administer the policy, manage our business or as required by law or contract.

9 Know your rights

Any individual whose personal information we hold has the following rights (data subject rights) in relation to how that information is held or processed by us:

- **The right to object** – individuals can object to us processing their data and we will either agree to stop processing or explain why we are unable to
- **The right of access** – individuals can request a copy of their personal information we hold, subject to certain exemptions (a subject access request)
- **The right of rectification** – individuals can ask us to update or correct their personal information to ensure its accuracy
- **The right to erasure** – individuals can ask us to delete their personal information from our records if it is no longer needed for the original purpose
- **The right of restriction** – individuals can ask us to restrict the processing of their personal information in certain circumstances
- **The right to data portability** – individuals can ask for a copy of their personal information, so it can be used for their own purposes
- **The right to withdraw consent** – individuals can ask us, at any time, to stop processing their personal information, if the processing is based only on individual consent
- **The right to make a complaint** – individuals can complain if they feel their personal information has been mishandled. We encourage individuals to come to us in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) at ico.org.uk.

Things We Need To Tell You About (continued)

If you wish to exercise any of these rights you can do so by contacting our Operations Director:

Address The Operations Director
Home and Legacy Insurance Services Limited
Witan Gate House
500-600 Witan Gate West
Milton Keynes
MK9 1GB

Telephone 0344 893 8360

Email info@homeandlegacy.co.uk

10 Allianz (UK) Group Data Protection Officer contact details

Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc.

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Address Data Protection Officer
Allianz
57 Ladymead
Guildford
Surrey
GU1 1DB

Telephone 0330 102 1837

Email dataprotectionofficer@allianz.co.uk

11 Changes to our Privacy Notice

This Privacy Notice was last updated in January 2022.

Occasionally it may be necessary to make changes to this notice. When that happens we will provide an updated version at the earliest opportunity.

The most recent version will always be available on our website homeandlegacy.co.uk.

12 Allianz Privacy Standards (APS)

The Allianz Privacy Standard provides you with information on the rules governing the international transfer of personal data between Allianz Group companies operating in the European Economic Area (EEA) and Allianz Group companies outside that area. The Allianz Privacy Standard also describes your rights in respect of such transfers, what to do if you want to exercise your rights or complain about such transfers, and how to contact us. The latest Allianz Privacy Standard can be found at allianz.com/en/privacy-statement.html.

Things We Need To Tell You About (continued)

Making a complaint

Our aim is to deliver an excellent service, every time, but if you believe you have not received the service you expected or have any concerns about our service and you want to make a complaint, let us know by contacting:

Address The Operations Director
Home and Legacy Insurance Services Limited
Witan Gate House
500-600 Witan Gate West
Milton Keynes
MK9 1GB

Telephone From the UK **0344 893 8360**
From overseas **+44 (0) 20 3118 7777**

Email **info@homeandlegacy.co.uk**

If your complaint is about the service you have received from us at **Home & Legacy**, we will investigate it and tell you who is dealing with your complaint. Our staff are fully trained to deal with the matter in an objective way.

If your complaint relates to the service provided by your insurance intermediary, insurers, any provider of services you are entitled to under this policy, or any of our agents (e.g. loss adjusters or legal representatives) your concerns may be passed to them by **Home & Legacy** for investigation in accordance with their complaint procedure. **Home & Legacy** will monitor the progress of their investigation into the resolution of your complaint.

Complaints which the insurers or service providers are required to resolve will be passed on by **Home & Legacy** who will tell you if your concerns are redirected for investigation into your complaint.

For sections 1 to 3 of your policy if any insurer is a Lloyd's syndicate (refer to your policy schedule) you may also direct your complaint to:

Address Complaints
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

Email **complaints@lloyds.com**

The aim is to resolve your concerns within 3 business days' following receipt, but where this is not possible, your complaint will be promptly acknowledged in writing.

Things We Need To Tell You About (continued)

If the situation has not been resolved within 8 weeks you will be given information about the Financial Ombudsman Service. 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. **You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.**

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted at:

Address Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Freephone **0800 023 4567**
Calls to this number are free on mobile phones and landlines.

Telephone **0300 123 9123**
Calls to this number cost no more than calls to 01 and 02 numbers.

These numbers may not be available from outside the UK – so please call:

From overseas **+44 (0) 20 7964 0500**

Telephone lines are open 8am to 5pm on Monday to Friday and 9am to 1pm on a Saturday.

Email **complaint.info@financial-ombudsman.org.uk**

Website **financial-ombudsman.org.uk**

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

Your Cover Sections 1 to 3 – Buildings, Contents & Your Liabilities

What our words mean

In sections 1 to 3 of this policy document; Buildings, Contents and Your Liabilities we have used some words and phrases that have a particular meaning. You will find these words along with their particular meaning below. Wherever these words and/or phrases are used throughout sections 1 to 3 they will be highlighted in bold print.

Aggravated damages

These are damages that are awarded when your behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.

Buildings

The **buildings** used for domestic purposes, situated at the address or addresses shown in your policy schedule which are owned by you, or for which you have a legal responsibility, including:

- the main domestic structure;
- garages and outbuildings;
- decorative finishes;
- domestic fixed fuel tanks;
- fixtures and fittings;
- garden walls, hedges, fences, gates, paths and drives;
- hard tennis courts, lawns, patios, steps, terraces, ornamental man-made ponds, fountains, bridges;
- permanently fitted hot tubs and swimming pools;
- radio and TV aerials, satellite dishes, solar panels, external lighting, alarm systems, surveillance equipment and lifts;
- underground service pipes, cables, sewers and drains.

Business property

Office furniture, furnishings, office equipment (including documents and computer equipment) and stock used in connection with your business conducted from your home.

Contents

The household goods and personal belongings of your home all of which belong to you or for which you have a legal responsibility including:

- **business property;**
- clothing and furs;
- **credit cards;**
- portable satellite navigation systems when they are kept within the **buildings** of your home;
- domestic gardening equipment or tractors not registered for road use and their trailers used solely for domestic purposes;
- **fine art, antiques and collectables;**
- furniture and furnishings;
- golf buggies, electric wheelchairs, models and toys including battery operated and/or pedestrian remote controlled devices;
- guns;

Your Cover Sections 1 to 3 – Buildings, Contents & Your Liabilities (continued)

- jewellery and watches;
- money including money held on behalf of a registered charity for which no other insurance is in place;
- motorbikes under 51cc or quad bikes not registered for road use and used within the grounds of **your home**;
- trailers and horseboxes used solely for domestic purposes, within the grounds of **your home**;
- **your fixtures and fittings including interior decorations if you are not responsible for insuring the buildings**;

Credit cards

Cheque, credit, charge and store cards.

Excess

The amount you must pay if you have a claim.

Fine art, antiques and collectables

Articles of special or high quality, or of artistic merit. This includes, but is not limited to:

- articles made of precious metal and/or semi-precious or precious stone;
- books, manuscripts drawings, etchings, paintings, photographs, prints;
- collectable furniture;
- gold and silver plated items;
- porcelain, sculptures, collectable items or objet d'art;
- rugs and tapestries;
- stamps, coins or medals forming part of a collection.

Fine art, antiques and collectables does not mean jewellery and watches, furs or guns.

Heave

Upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

Home

The **buildings** and the area of the plot of land described in the title deeds of **your private residence(es)** specified in **your policy schedule**.

Household

Members of **your family**, **your relatives** and any other persons (but not boarders or lodgers) and permanent resident domestic servants employed by **you** or a member of **your family** who are permanently living with **you** at any **home**.

Insured event

A circumstance arising during the period of insurance which results in loss, damage or liability which **we** have agreed to pay for.

Your Cover Sections 1 to 3 – Buildings, Contents & Your Liabilities (continued)

Jewellery and watches

Articles that are worn containing gemstones, silver, gold, platinum or other precious metals and **watches**, pearls and gemstones.

Landslip

Sudden downward movement of sloping ground.

Liquidated damages

These are damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.

Money

Cash, current bank and currency notes, cheques, bankers' drafts, postal and money orders, unused current postage stamps, travellers' cheques, securities, saving stamps and certificates, premium bonds, negotiable instruments, sports/travel season tickets, gift vouchers and any other tickets or vouchers with a fixed monetary value.

Mould

A fungus that produces a superficial growth on various kinds of damp or decaying organic matter. Also includes **mould** spores and mycotoxins and the scents and other by-products of any of these.

Multiplying compensatory damages

In some areas of the world the amount of money awarded as compensation is sometimes multiplied two, three or more times to act as a punishment to **you**.

Outdoor items

Items of property left permanently out of doors, including but not limited to statues and garden ornaments, trees, shrubs, hedges and plants.

Permanently physically disabled

Permanent incapacity resulting from accidental bodily injury, which medical evidence confirms will last for the rest of **your** life and which stops **you** doing any paid job which **your** experience, education or training reasonably qualifies **you** to do.

Policyholder

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

Punitive or exemplary damages

These are damages that are awarded to punish **you** as well as compensate the other person if **you** did anything deliberately.

Your Cover Sections 1 to 3 – Buildings, Contents & Your Liabilities (continued)

Subsidence

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Unattended

When **you** are not within full view of **your** property or vehicle.

Unoccupied

When **your home**:

- is not lived in by **you** for more than 60 consecutive days, or
- does not contain enough furniture for normal living purposes, or
- is not lived in by **you** for a total of 180 days or more during the period of insurance, or if **you** plan to live in **your home** for less than 180 days during the period of insurance.

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

The insurer(s) who underwrite the cover provided by Section 1 – Buildings, Section 2 – Contents and Section 3 – Your Liabilities of this policy whose details are specified on **your** policy schedule and/or **Home & Legacy** when acting as agent on behalf of the **insurer(s)**.

You/your

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

Your Cover Section 1 – Buildings

The Cover

Cover for **buildings** applies only if it is shown as included in **your** policy schedule.

Section 1 of the policy sets out the cover **we** give for **buildings**, what is not covered, and how **we** pay claims.

General Exclusions and General Conditions also apply to Section 1 – Buildings and can be found on pages 46-52.

Details of how to make a claim under section 1 of the policy can be found on page 53.

What is covered

We will cover **you** for all risks of physical loss or damage to the **buildings** which occurs during the period of insurance, unless any exclusion applies.

Limit of cover

Cover is limited to the sum insured as shown on **your** policy schedule for **buildings**.

What is not covered

We will not pay for:

- The amount of the **excess** shown in **your** policy schedule.
- Loss or damage caused by flood, **storm** or pressure of snow to fences, gates (excluding driveway gates), gazebos, pergolas, hedges or trees, shrubs, lawns and plants growing in the open This exclusion does not apply in respect of loss or damage resulting from impact by falling trees or branches.
- **Subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
 - caused by coastal or river bank erosion;
 - to drives, footpaths, garden walls, fences, gates, hedges, trees, lawns, patios, terraces, tennis courts or swimming pools, unless the main building, garages or outbuildings of **your home** is damaged by the same cause at the same time;
 - arising from construction, alteration, repair or demolition, the use of defective materials, defective design or faulty workmanship;
 - to solid floors unless an adjacent load bearing wall of the **buildings** concerned is damaged at the same time;
 - caused by structures bedding down or made-up ground settling within 10 years of construction.
- The cost of maintenance and routine decoration.
- The cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section.
- Reinstatement of gardens following storm, flood, frost or pressure of snow.

Your Cover Section 1 – Buildings (continued)

Additional Covers for Buildings

What is covered

We will also provide you with the benefit of the following additional covers.

What is not covered for buildings insurance (see page 24) and the General Exclusions and General Conditions on pages 46-52 will also apply for the additional covers.

The amount of the **excess** shown on your policy schedule does not apply to additional covers 2, 3, 5, 7, 8, 9 and 14.

Limit of cover

Unless otherwise stated under the additional cover; cover is limited to the sum insured as shown on your policy schedule for **buildings**.

Additional Cover 1 – Additions, alterations and improvements

What is covered

We will pay for loss or damage to new additions, alterations or improvements to the **buildings**.

Limit of cover

25% of the **buildings** sum insured shown on your policy schedule.

What is not covered

- Any new additions, alterations or improvements to the **buildings** if you have not requested cover for the item(s) within 60 days of acquiring them and paid us any required proportionate additional premium.

Additional Cover 2 – Trace and access

What is covered

We will pay for the cost of removing and replacing any part of the **home** or other permanent structure, if it is necessary to repair the heating or water system, following escape of water, oil or gas from the domestic heating, water or gas system.

Limit of cover

£25,000 for any one event that occurs outside the **home**.

No **excess** applies to this cover.

What is not covered

- Loss or damage to the heating or water system, or oil containers.

Your Cover Section 1 – Buildings (continued)

Additional Cover 3 – Alternative accommodation and loss of rent

What is covered

If the **buildings** become uninhabitable due to loss or damage we have agreed to pay for under section 1, we will pay for any rent which becomes irrecoverable by you as a landlord and extra costs of similar 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).

Limit of cover

Five years.

No **excess** applies to this cover.

Additional Cover 4 – Compulsory evacuation

What is covered

We will pay the additional costs of similar accommodation for you and your domestic pets and horses or any rent you would have received, if a local authority prohibits you or the legal occupiers 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 policy.

Limit of cover

One year from the date of the compulsory evacuation.

Additional Cover 5 – Fees and other expenses

What is covered

Where you have taken steps to ensure that your **buildings** sum insured is adequate we will also pay you additional expenses that are necessarily and reasonably incurred by you of the types set out below:

- Expenses for demolishing, removing debris, shoring up or propping up parts of the **buildings**.
- Architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision.
- Any extra expense 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**.

Limit of cover

25% of the **buildings** sum insured.

No **excess** applies to this cover.

What is not covered

- Any expenses you incur in preparing a claim against us.

Your Cover Section 1 – Buildings (continued)

Additional Cover 6 – Sale of buildings

What is covered

We will give a purchaser who has contracted to buy the **buildings** (or any part of them) the benefit of the cover under section 1 of this policy, from the time **you** exchange contracts (or in Scotland the offer to purchase) until completion of the sale (or expiry of **your** policy if earlier).

What is not covered

- This cover does not extend to the additional covers for **buildings**.

Additional Cover 7 – Criminal assault

What is covered

If **you** are a victim of a physical criminal assault at **your home** we will pay an amount towards the cost of upgrading the security systems as approved by our specialist security consultancy.

Limit of cover

£15,000.

No **excess** applies to this cover.

What is not covered

- Cover only applies if the preventative work is carried out following the occurrence of an **insured event** for which payment has been made by **us** under the terms of **your** policy.

Additional Cover 8 – Risk management fund

What is covered

If **we** agree to pay a claim **you** make for loss or damage to the **buildings** caused as a result of escape of water or flood, **we** will also pay to assist **you** with the cost of providing or installing flood defences, leak detection systems or any such other preventative measures **we** have agreed which have been put forward by a contractor that **we** have approved.

Limit of cover

£5,000 or 10% of the claim value whichever is lower.

No **excess** applies to this cover.

Your Cover Section 1 – Buildings (continued)

Additional Cover 9 – Disability through injury

What is covered

We will pay towards the cost of necessary alterations to **your home** if you or a member of **your household** becomes **permanently physically disabled** as a direct result of a sudden and unforeseen accident during the period of insurance.

Limit of cover

£100,000.

No **excess** applies to this cover.

What is not covered

Any amount if you do not:

- allow a medical adviser **we** choose to examine you;
- give **us** all the medical records **we** ask you for.

Additional Cover 10 – Emergency access to your home

What is covered

We will pay the cost of making good any damage to **your home** caused by the emergency services in the course of gaining access to **your home** when attending an emergency at **your home**.

No **excess** applies to this cover.

Additional Cover 11 – Replacement of external locks and keys

What is covered

We will pay for the cost of replacing locks and additional keys to external doors, windows, safes or alarms at the **home**, if the keys are either lost or stolen.

Your Cover Section 1 – Buildings (continued)

Additional Cover 12 – Unfixed building materials

What is covered

We will provide cover for building materials you acquire, are owned by you or for which you are responsible while within the boundary of your home, which are to be used for or in connection with additions or alterations to the buildings that are covered under your policy.

Limit of cover

£100,000.

No excess applies to this cover.

What is not covered

- Loss or damage to the unfixed building materials unless you have notified us before the work relating to the alteration or additions starts.

Additional Cover 13 – Guaranteed rebuilding cost

What is covered

If a satisfactory risk appraisal survey has been carried out by a Risk Management Surveyor who was appointed by us, and any adjustments to the buildings sum insured as suggested by the surveyor have been effected by you, we will pay the full cost of rebuilding or repairing any damage to the buildings following an insured event, even if the cost involved is higher than the buildings sum insured that is specified on your policy schedule for Section 1 – Buildings.

What is not covered

The guarantee does not apply:

- for listed buildings;
- if you have made any additions, alterations or improvements to the buildings, following the risk appraisal surveyor's visit of which we have not been made aware and agreed to cover.

Additional Cover 14 – Market value compensation

In the event of your main permanent home being completely destroyed, or damaged to the extent that repairs would exceed 80% of the sum insured as a result of an insured event and the market value of the property immediately prior to the loss exceeds the rebuilding cost and the local authority refuses permission to rebuild, we will pay you the market value up to 150% of the sum insured for buildings, as shown on your policy schedule. Following payment we become entitled to take over ownership of and to take possession of the buildings.

Limit of cover

150% of the buildings sum insured specified on your policy schedule.

No excess applies to this cover.

Your Cover Section 1 – Buildings (continued)

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How claims are paid

If you wish to make a claim under this section of your policy please refer to How to Make a Claim under sections 1 to 3 on page 53.

Your claim(s) for **buildings** will be settled on the appropriate basis set out below.

We will pay the cost of rebuilding, restoring or repairing damaged parts of the buildings.

If your **buildings** are damaged and you do not rebuild, restore or repair, we will pay you a sum equivalent to the cost of the rebuild, restoration or repair in settlement of the claim.

Following payment in respect of total destruction of the **buildings** we become entitled to take over ownership of and to take possession of any undamaged parts of the **buildings** although we may decide not to exercise this right.

We will pay for the cost of replacing any undamaged part of the buildings which forms part of a suite or part of a common design or function, if we have accepted a claim for damage to another part of the same suite or same common design or function, when the damage is restricted to a specific part or a clearly defined area.

Following payment in respect of any undamaged part of a suite or part of a common design or function, **we become entitled to take over ownership of and to take possession of those undamaged parts of the buildings concerned.**

Your Cover Section 2 – Contents

The Cover

Cover for **contents** applies only if it is shown as included in your policy schedule.

Section 2 of the policy sets out the cover we give for **contents**, what is not covered, and how we settle claims.

General Exclusions and General Conditions also apply to Section 2 – Contents and can be found on pages 46-52.

Details of how to make a claim under section 2 of your policy can be found on page 53.

What is covered

We will cover you for all risks of physical loss or damage to your **contents** during the period of insurance, whilst anywhere in the world, as a result of a sudden and unforeseen event, unless any exclusion applies or we have stated differently elsewhere in section 2.

Limits of cover

Contents cover is limited to the sum insured that is shown on your current policy schedule for section 2, but there are limits to the amount we will pay for items of **fine art, antiques and collectables, jewellery and watches**, hired-in equipment, **business property** and **money**. The limits are stated below:

- **Fine art, antiques and collectables or jewellery and watches**

The most that we will pay is the amount declared to us by you and shown on your current policy schedule. This is subject to a maximum of £25,000 for any single item, pair or set unless individually listed as a specified **contents** item on your current policy schedule.

- **Hired-in equipment for which you are legally responsible**

We will pay up to a maximum of £50,000.

- **Business property**

We will pay up to a maximum of £20,000 other than for stock which is limited to £10,000.

- **Money**

We will pay up to a maximum of £5,000.

What is not covered

We will not pay:

- The amount of the **excess** shown in your policy schedule.
- Loss or damage resulting from **subsidence, heave or landslip** which has been caused by coastal or river bank erosion or by structures bedding down or made-up ground settling within 10 years of construction.
- Loss or damage to:
 - any part of the structure of the **buildings**;
 - animals, fish or birds;
 - caravans, aircraft, mechanically propelled vehicles, their trailers and spare parts other than those defined as **contents**;
 - **contents** held or used for business purposes other than **business property**;
 - **contents** in any **unattended** vehicle unless all items are hidden from view, all windows are closed and all doors and the boot are locked;
 - motor vehicle accessories except for those items kept within the **buildings** of your home at the time of loss or damage;

Your Cover Section 2 – Contents (continued)

- drones or unmanned aerial vehicles:
 - i except when kept within the **buildings of your home** at the time of the loss or damage
 - ii while in use;
- **jewellery and watches** contained within travel baggage you have left **unattended**.
- Depreciation in value of **contents** (unless we state otherwise).

Additional Covers for Contents

What is covered

We will also provide you with the benefit of the following additional covers.

What is not covered for **contents** insurance (see above) and the General Exclusions and General Conditions on pages 46-52 also apply for the additional covers for Section 2 – Contents.

The amount of the **excess** shown on your policy schedule does not apply to additional covers 2, 3, 5, 6, 8, 9, 12, 13, 14, 20 and 21.

Limit of cover

Unless otherwise stated under the additional cover; cover is limited to the sum insured as shown on your policy schedule for **contents**.

Additional Cover 1 – Outdoor items

What is covered

We will pay for loss of or damage to **outdoor items** within the boundaries of the **home**.

Limit of cover

The cover for 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 **contents** sum insured shown on your policy schedule for any one event.

What is not covered

Loss or damage caused by;

- death by natural causes (e.g. disease) or neglect to trees, shrubs, plants and lawns;
- frost damage;
- pressure of snow.

Your Cover Section 2 – Contents (continued)

Additional Cover 2 – Food in freezers and fridges

What is covered

We will pay for loss of or damage to the food in your domestic freezers or fridges at your home caused by a defect in your freezer or fridge or by a failure of the mains electrical or gas supply.

No excess applies to this cover.

What is not covered

Loss or damage:

- caused by the deliberate act of any gas or electricity supplier; or
- when your home has become unoccupied.

Additional Cover 3 – Computer records, downloaded audio and visual files

What is covered

We will pay for the cost of retrieving or reconstructing the records, facts and legally downloaded audio and visual files onto your computer, laptop, tablet or smartphone, if the personal or business records or facts stored in your computer, laptop, tablet or smartphone are lost as a result of loss or damage covered under Section 2 – Contents.

Limit of cover

£50,000 for any one event.

No excess applies to this cover.

What is not covered

- Loss or damage to any software, hardware or materials on which the information is recorded or resulting from an error in computer programming or instructions for your computer, laptop, tablet or smartphone.
- Loss or damage to data that can be retrieved by your service supplier.

Additional Cover 4 – Glass and sanitary ware

What is covered

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

Your Cover Section 2 – Contents (continued)

Additional Cover 5 – Alternative accommodation

What is covered

If the buildings become uninhabitable due to loss or damage we agree to pay under Section 2 – Contents, we will also pay for the costs of similar alternative accommodation for you as occupier but not as owner. This includes the necessary cost of temporary storage of your furniture and costs for accommodation for your domestic pets and horses.

Limit of cover

Five years.

No excess applies to this cover.

Additional Cover 6 – Rent

What is covered

We will pay rent you are liable for as tenant or licensee if the building becomes uninhabitable due to any loss or damage we have agreed to pay for under Section 2 – Contents.

Limit of cover

Five years.

No excess applies to this cover.

What is not covered

- Any rent, if we agree to pay for the cost of alternative accommodation as a result of the same insured event.

Additional Cover 7 – Replacement of external locks and keys

What is covered

We will pay for the cost of replacing locks and additional keys to external doors, windows, safes or alarms at the home, if the keys are either lost or stolen.

Additional Cover 8 – Fatal injury

What is covered

We will pay if you or any member of your household suffers bodily injury from robbery, burglary or fire whilst at your home, if within 12 months of the event, the injuries received prove fatal.

Limit of cover

£100,000 per person will be paid to the Legal Representatives of the deceased person.

No excess applies to this cover.

Your Cover Section 2 – Contents (continued)

Additional Cover 9 – Guests’ personal effects

What is covered

We will pay for loss or damage to guests’ (excludes paying guests) contents caused by loss or damage covered under Section 2 – Contents whilst within the home.

Limit of cover

£10,000 any one event.

No excess applies to this cover.

What is not covered

- Loss or damage in respect of items of jewellery and watches or money.

Additional Cover 10 – Halls of residence or residential care

What is covered

We will pay for loss or damage to:

- your contents when in any premises you occupy other than your home whilst at university, college or school; and
- contents belonging to a parent or grandparent or any member of your household whilst at a nursing home or residential care home.

Limit of cover

20% of the total contents sum insured under Section 2 – Contents of your policy in respect of any one insured event.

What is not covered

- Loss or damage caused as a result of theft, unless violent and forcible means are used to enter or leave the building concerned.

Additional Cover 11 – Loss of oil, gas and metered water

What is covered

We will pay for loss of domestic heating oil, domestic tank and metered gas or metered water if the loss is caused by accidental damage to your fixed domestic water or heating installation.

What is not covered

- Loss when the home is unoccupied.

Your Cover Section 2 – Contents (continued)

Additional Cover 12 – Reward

What is covered

We may pay an amount agreed in advance to an individual or organisation, other than you or the police, for information leading to the arrest and conviction of any person(s) who commit an illegal act which results in a loss which is covered under Section 2 – Contents.

Limit of cover

£10,000.

No excess applies to this cover.

Additional Cover 13 – Hole in one

What is covered

We will pay you an amount in the event that a hole in one is achieved by you in an official golf competition.

Limit of cover

£500 for any one competition and up to a maximum of £3,000 in any one period of insurance.

No excess applies to this cover.

Documentation required to claim

You must send us the signed score cards and certificate from your club or match secretary when you make a claim.

Additional Cover 14 – Deeds and documents

What is covered

We will pay for the costs involved in replacing title deeds, bonds, securities and other personal documents as a result of loss or damage covered under Section 2 – Contents.

No excess applies to this cover.

Additional Cover 15 – Additional properties

What is covered

We will provide cover for contents within an additional property belonging to you anywhere in the world, not specified in your policy schedule.

Limit of cover

Cover is limited to one insured event during any one period of insurance.

20% of the contents sum insured specified on your policy schedule at any one location.

Your Cover Section 2 – Contents (continued)

Additional Cover 16 – New acquisitions

What is covered

We will pay you for loss or damage to newly acquired contents as long as you request cover for these item(s) within 90 days of acquisition, and pay us any required additional premium.

Limit of cover

25% of the sum insured under Section 2 – Contents as shown on your policy schedule.

Additional Cover 17 – Vaulted items

What is covered

We will pay you for loss of or damage to fine art, antiques, collectables, or jewellery and watches whilst in the bank vault or depository specified in your policy schedule during a temporary period of removal.

Limit of cover

A total of 30 days temporary removal during any one period of insurance.

Additional Cover 18 – Defective title

What is covered

We will pay you the amount you paid for an item of contents, or for specified contents items the amount shown in your policy schedule, if during the period of insurance it is proved that you do not have good title to that item which was purchased by you in good faith and which you are legally obliged to return to its rightful owner.

Limit of cover

£100,000 in any one period of insurance.

What is not covered

- Contents you did not purchase during the period of insurance;
- If you did not tell us about the claim during the period of insurance; and
- Item(s) for which you did not make reasonable enquiries about provenance before you purchased it/them.

Your Cover Section 2 – Contents (continued)

Additional Cover 19 – Death of the artist

What is covered

We will increase the value of any item of **fine art, antiques and collectables** specified on your policy schedule for a period of up to 12 months after the artist's death, if the artist dies during the period of insurance.

Limit of cover

200% of the value of the item.

What is not covered

- We will not pay any claim unless you provide to us an independent professional valuation at the time of any loss or damage.

Additional Cover 20 – Credit cards

What is covered

We will pay sums you become legally liable to pay if your **credit cards** are used without your permission.

Limit of cover

The amount you are made legally liable for by your **credit card** provider.

No **excess** applies to this cover.

What is not covered

We will not pay any claim:

- unless the incident has been reported to the police and the card issuer;
- unless you have complied with all of the terms and conditions under which the **credit cards** were issued;
- where you have acted fraudulently.

Your Cover Section 2 – Contents (continued)

Additional Cover 21 – Small craft

What is covered

We will pay for loss or damage to watercraft including fixtures and outboard motors.

Limit of cover

£5,000 for any insured event.

No excess applies to this cover.

What is not covered

Loss or damage to watercraft:

- exceeding 4 metres in length;
- whilst in use.

Additional Cover 22 – Market appreciation, specified contents – fine art, antiques and collectables

What is covered

We will pay up to 150% of the sum insured shown on your policy schedule for any specified contents item, pair or set of fine art, antiques and collectables where the value of that item, pair or set has increased at the time of loss.

What is not covered

Any increase in sum insured where:

- You have not provided us with an accepted valuation, within the past 3 years, to support the value of the item, pair or set specified on your current policy schedule.
- The item, pair or set suffers a partial loss or damage and you choose a method of claim settlement other than restoration or repair.
- You do not provide to us an independent professional valuation at the time of any loss or damage.

Your Cover Section 2 – Contents (continued)

How claims are paid

If you wish to make a claim under this section of your policy please refer to How to Make a Claim on page 53.

How we pay claims for contents (other than fine art, antiques, collectables or jewellery and watches)

The most we will pay will be as follows:

- £5,000 for money.
- £50,000 for hired-in equipment you are legally responsible for, unless we have agreed to insure such equipment for a greater amount and the item is listed as a specified contents item on your policy schedule.
- £20,000 for business property, other than for stock which is limited to £10,000, unless we have agreed to insure such business property for a greater amount and the item is listed as a specified contents item on your policy schedule.
- Additional covers for contents, the limits of cover we state in this policy.
- For all other claims, the sum insured specified on your policy schedule as applicable for Section 2 – Contents.

If we agree to pay your claim we will, with your agreement either:

- authorise and pay you for the cost of restoration or repairs;
- arrange for repairs through our preferred suppliers;
- arrange for replacement items of a similar quality to be supplied to you through our preferred suppliers; or
- pay you for the cost of replacement items without making a deduction for wear and tear or depreciation.

If the contents damaged form part of a set or suite, or form part of a common design or function, where the damage is restricted to a specific part or a clearly defined area, we will also pay for the cost of replacing the undamaged parts or items.

If we pay for the cost of replacing undamaged parts, or items of contents that form part of a set or suite, we will become entitled to take over ownership of and to take possession of those parts or items.

For claims where an excess applies, this will be taken off the amount of your claim.

How we pay claims for fine art, antiques and collectables

The most we will pay will be as follows:

- The sum insured shown on your current policy schedule in respect of fine art, antiques and collectables subject to a maximum of £25,000 for any item, pair or set unless you have requested, and we have agreed to provide cover for such item, and it is listed as a specified contents item on your current policy schedule.

Unspecified fine art, antiques and collectables

If an unspecified item of fine art, antiques and collectables is lost or damaged beyond repair following an insured event we will pay your claim on the basis of the market value of the item immediately before the insured event occurred.

If an unspecified fine art, antique and collectable item, pair or set suffers partial loss or damage, we will arrange for repairs through our preferred supplier or authorise and pay you for the cost of restoration or repairs, plus any resulting depreciation in value.

Following payment of a total loss claim we will become entitled to take over ownership of and to take possession of the item, pair or set concerned.

For claims where an excess applies, this will be taken off the amount of your claim.

Your Cover Section 2 – Contents (continued)

How claims are paid (continued)

Specified fine art, antiques and collectables

The most **we** will pay (unless **we** state otherwise) will be:

- Up to 150% of the sum insured for the item, pair or set of **fine art, antiques and collectables** concerned as shown in your policy schedule under specified **contents**.

If an item of **fine art, antiques and collectables** individually listed in your policy schedule as a specified **contents** item is lost or damaged beyond repair following an **insured event** **we** will pay you up to 150% of the sum insured as shown in your policy schedule.

If the **fine art, antique and collectable** item, pair or set suffers partial loss or damage, **we** will arrange for repairs through our preferred supplier or authorise and pay you for the cost of restoration or repairs, plus any resulting depreciation in value, but not more than 150% of the sum insured for the item, pair or set concerned.

Following payment of a claim for an item which is lost or stolen that is subsequently found or recovered, is damaged beyond repair or forms part of a pair or set, **we** become entitled to take over ownership of and to take possession of the item, pair or set concerned.

For claims where an **excess** applies, this will be taken off the amount of your claim.

How we pay claims for jewellery and watches

The most **we** will pay will be as follows:

- The sum insured shown on your current policy schedule in respect of **jewellery and watches** subject to a maximum of £25,000 for any item, pair or set unless you have requested, and **we** have agreed to provide cover for such item, and it is listed as a specified **contents** item on your current policy schedule.

Unspecified jewellery and watches

If an unspecified item of **jewellery and watches** is lost or damaged beyond repair following an **insured event** **we** will at your choice replace or pay for the cost of replacement of the lost or damaged items without deduction for wear, tear or depreciation.

If an unspecified item of **jewellery and watches** or an unspecified item of **jewellery and watches** which forms part of a pair or set suffers partial loss or damage, **we** will arrange for repairs through our preferred supplier or authorise and pay you for the cost of restoration or repairs, plus any resulting depreciation in value.

Following payment of a claim for an unspecified item of **jewellery and watches** which is lost or stolen that is subsequently found or recovered, is damaged beyond repair or forms part of a pair or set, **we** become entitled to take over ownership of and to take possession of the item, pair or set concerned.

For claims where an **excess** applies, this will be taken off the amount of your claim.

Specified jewellery and watches

If an item, pair or set of **jewellery and watches** individually listed in your policy schedule as a specified **contents** item is lost or damaged beyond repair **we** will at your choice, replace or pay for the cost of replacement of the lost or damaged items without deduction for wear, tear or depreciation. The most **we** will pay will be the sum insured relating to the item, pair or set, as shown on your current policy schedule.

If the item, pair or set suffers partial loss or damage, **we** will arrange for repairs through our preferred supplier or authorise and pay you for the cost of restoration or repairs, plus any resulting depreciation in value, but not more than the sum insured for the item, pair or set concerned as shown on your current policy schedule.

Following payment of a claim for an item which is lost or stolen that is subsequently found or recovered, is damaged beyond repair or forms part of a pair or set, **we** become entitled to take over ownership of and to take possession of the item, pair or set concerned.

For claims where an **excess** applies, this will be taken off the amount of your claim.

Your Cover Section 3 – Your Liabilities

The Cover

Section 3 of the policy sets out the cover we provide for your liabilities and what is not covered.

Part A of this section of your cover applies if Section 1 – Buildings insurance is in force.

Parts B, C, D and E of this section of your cover applies if Section 2 – Contents insurance is in force.

General Exclusions and General Conditions also apply to Section 3 – Your Liabilities and can be found on pages 46-52.

Details of how to make a claim under section 3 can be found on page 53.

Part A – Your liability to others as a property owner

What is covered

We will pay for:

- Any amounts agreed between you and 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.
- Any amounts agreed between you and us in writing which you become legally liable to pay to others for accidental damage to property or death or bodily injury to any person under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 and any amending legislation, where you were the owner of a home you were occupying at the time of its disposal.
- Solicitors' fees for:
 - Representation at any coroner's inquest or fatal accident enquiry.
 - Defence in any court of summary jurisdiction arising out of any possible claim.

Limit of cover

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

What is not covered

Liability:

- arising directly or indirectly from your job, business, trade or profession;
- arising out of any contract, except to the extent that the liability would have arisen in the absence of the contract;
- for damage to property owned by you or a member of your household;
- for death or bodily injury to any person employed by you or under a contract of service with you;
- for death or bodily injury to you;
- for the cost of putting right any defects in the building;
- arising for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying compensatory damages.

Your Cover Section 3 – Your Liabilities (continued)

Part B – Your liability to others as an occupier or in your personal capacity

What is covered

We will pay for:

- Any amounts agreed between **you** and **us** in writing which **you** become legally liable to pay to others:
 - as occupier but not as owner of the **buildings** for accidental damage to property or death or bodily injury;
 - in **your** personal capacity for accidental damage to property or death or bodily injury.
- Solicitors' fees for:
 - representation at any coroner's inquest or fatal accident enquiry;
 - defence in any court of summary jurisdiction arising out of any possible claim.

Limit of cover

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

What is not covered

Liability:

- for death or bodily injury to any person employed by **you** or under a contract of service with **you**;
- 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** or under a contract of service with **you**;
- arising out of:
 - any transmission of any communicable disease or virus;
 - **your** job, business, trade or profession either directly or indirectly;
 - any contract, except to the extent that the liability would have arisen in the absence of the contract;
 - ownership, occupation, possession or use of any land other than the **buildings**.
- arising from the ownership, possession or use of any aircraft, ship, boat, e-scooters or similar being used in a place or manner prohibited by law (other than craft solely propelled by hand or foot, sailboards or surfboards), non motorised horse box while being used on a public road or any motorised land vehicle other than;
 - domestic gardening equipment used within the grounds of **your home**;
 - quad bikes and motorbikes under 51cc used within the grounds of **your home**;
 - golf buggies;
 - a vehicle for use by a disabled person that does not require registration for the road;
 - models and toys including battery operated and/or pedestrian remote controlled devices but not drones or unmanned aerial vehicles;
- to any other member of **your household**;
- arising from the escape of animals from land on which they are usually kept other than the **home**;
- arising out of the ownership, custody or control of a dog of a type specified in the Dangerous Dogs Acts 1991 and the Dogs (Amendment) Act (Northern Ireland) 2011 and any amending legislation;
- arising outside of the United Kingdom, Channel Islands and Isle of Man in any country where **you** own residential property other than when **you** are away for a trip (a return journey that takes place during the period of insurance) which will last for no longer than 60 days;

Your Cover Section 3 – Your Liabilities (continued)

- arising directly or indirectly as a result of you occupying any property or land which you own, other than your home;
- arising for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying compensatory damages.

Part C – Your liability to domestic employees

What is covered

We will pay for:

- any amounts which you become legally liable to pay to domestic staff arising out of accidental death or bodily injury caused to them as a result of the work they are employed to do, anywhere within the United Kingdom, Channel Islands or Isle of Man, or while travelling with you on temporary visits overseas.

Limit of cover

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

What is not covered

Liability arising:

- from the use of any hand, foot or motor propelled vehicle;
- from your job, business, trade or profession either directly or indirectly;
- from the transmission of any communicable disease or virus by you;
- arising for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying compensatory damages.

Part D – Irrecoverable judgments

What is covered

We will pay for:

- Any amounts you are owed, if within three months of a final judgment of a court of the United Kingdom, Channel Islands or Isle of Man, you have not received the full amount of damages (including taxed costs) awarded to you arising from your claim for death, bodily injury or damage to your property as long as;
 - no further appeal is possible or pending;
 - you would have been covered under section 3 of the policy if your position and that of the person you are claiming damages against had been reversed;
 - you allow us to take action in your name to recover such payment and repay to us any amounts that are subsequently paid directly to you.

Limit of cover

£5,000,000 (including costs) for any one claim or series of claims arising from any one event or one source or original cause.

Your Cover Section 3 – Your Liabilities (continued)

Part E – Your liability as tenant or licensee

What is covered

We will pay for:

- Any amounts which you become legally liable to pay to the owner of the **buildings** as tenant or licensee directly caused by any of the events insured in Section 2 – Contents, excluding those covers that are provided under Additional Covers.

Limit of cover

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

What is not covered

Liability arising:

- from or caused by riot, civil commotion, industrial disputes, industrial or political disturbances or vandalism;
- when the home has become unoccupied;
- out of any agreement (including a lease) except to the extent that the liability would have arisen in the absence of the agreement;
- from any loss or damage insured under Section 1 – Buildings.

Your Cover Sections 1 to 3 – Buildings, Contents & Your Liabilities

General Exclusions

The following General Exclusions apply to Section 1 – Buildings, Section 2 – Contents and Section 3 – Your Liabilities. These Exclusions apply in addition to anything more specifically excluded elsewhere under Section 1 – Buildings, Section 2 – Contents or Section 3 – Your Liabilities.

We do not cover:

- **Building works**

Loss, damage, liability, cost or expense of any kind directly or indirectly caused as a result of building works being carried out at **your home**:

- which will cost more than £75,000 in total; and/or
- if you have entered into a contract which removes or limits your legal rights against the contractor or building firm appointed;

unless full details of the building works and a copy of the contract(s) have been disclosed and agreed by us.

- **Business interruption**

Loss of income if your business or employment is interrupted as a direct result of loss or damage covered under this policy.

- **Confiscation**

Loss or damage caused by officials or authorities confiscating or holding your property.

- **Deliberate or criminal acts**

Loss, damage, liability, cost or expense of any kind directly caused by deliberate or criminal acts of you or adult members of your household.

- **Electronic Data, Cyber Acts & Computer Viruses**

Loss, damage, liability, cost or expense of any kind directly or indirectly caused, by loss of use, functionality of or inability to use any application, software, computer programme or electronic data (such as files, images and digital monies); cyber acts (involving the entry of unauthorised code into any computer, application, software or programme), or by computer viruses, (including but not limited to 'Trojan horses', 'worms' or 'logic bombs').

- **Let homes**

Loss, damage, liability, cost or expense of any kind directly or indirectly caused by theft or attempted theft unless forcible and violent means are used to enter or leave the **buildings**; or accidental damage to any part of your home which is commercially let.

- **Pollution or contamination**

Loss, damage, liability, cost or expense of any kind directly or indirectly caused by pollution or contamination unless it results directly or indirectly from an **insured event**.

- **Pressure waves**

Loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves caused by aircraft and other aerial devices (sometimes known as sonic bangs).

Your Cover Sections 1 to 3 – Buildings, Contents & Your Liabilities (continued)

- **Radioactivity**

Loss, damage, liability, cost or expense of any kind caused directly or indirectly by ionising radiation or contamination by radioactive material from any nuclear fuel or from any nuclear waste from the use of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.

- **Terrorism**

Loss, damage, liability, cost or expenses of any kind directly or indirectly caused by or resulting from or in connection with any act of terrorism.

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.

- **Uninsurable risks**

Loss, damage, liability, cost or expense of any kind directly caused by or resulting from the following. However we will cover any loss, damage, liability, cost or expense which arises indirectly as a result, unless another exclusion applies elsewhere:

- wear and tear, corrosion; fungus; moth or vermin; mould; wet or dry rot or anything which happens gradually;
- the process of alteration; cleaning; renovation; repair or restoration other than by you or someone permanently employed at the home by you;
- poor or faulty specification or design, workmanship or materials;
- loss, damage or liability that is insured under any other more specific policy;
- any loss, damage or liability that happened before cover under this policy started.

- **Unoccupied homes**

Loss or damage when your home is unoccupied caused by:

- accidental damage;
- escape of oil from any fixed domestic heating system;
- 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 15°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;
- theft or attempted theft;
- vandalism.

- **War**

Loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, or military or usurped power.

Your Cover Sections 1 to 3 – Buildings, Contents & Your Liabilities (continued)

General Conditions

The following General Conditions apply to Section 1 – Buildings, Section 2 – Contents and Section 3 – Your Liabilities of this policy (unless stated otherwise). You must comply with the following conditions to have the full protection of your policy. If you do not comply with them a claim may be rejected or payment could be reduced. In some circumstances your policy might be invalid.

Assignment

You cannot transfer your interest in this policy to anyone else without our written consent.

Automatic renewal

If you pay your premium by instalments utilising premium finance facilities offered by Home & Legacy we will contact you or your insurance intermediary before your policy expires with full details of the premium and terms.

If you do not want to renew your policy, or do not want to continue to pay your premium by instalments you will be asked to contact us or your insurance intermediary before your renewal date with clear instructions.

If you do not respond to our request on or before your renewal date we will automatically renew your policy.

If we decide not to renew your policy we will notify you or your insurance intermediary of this in writing before the renewal date.

Change of circumstances and information

If you know about any changes that may affect the insurance cover we provide under sections 1 to 3 of your policy you must tell us as soon as possible to allow us to reassess the likelihood of an insured event occurring and the terms and conditions of your policy.

If you are unsure whether a change in circumstances or changes to any information you have previously given us may affect your insurance cover you should contact your insurance intermediary, or if you do not have an insurance intermediary, Home & Legacy. The changes you must tell us about include, but are not limited to:

- You changing your insured address;
- You changing your name;
- You changing occupation/s or the trade in which you work;
- If you or any of your household are convicted of any criminal offences (other than motoring offences) or have any prosecutions pending for any non-motoring criminal offences;
- If you or any of your domestic staff have been declared bankrupt in a personal or a business capacity;
- If the buildings including all outbuildings, are not in a good condition or state of repair;
- If you intend to use your home for any reason other than private residential purposes or any professional purposes other than clerical work or art related work;
- If you intend to loan, let or sub-let any part of your home;
- If your home will not be lived in by you or your domestic staff for a total of 180 days or more in any one calendar year;
- If the buildings of the main residence will be left unoccupied for more than 60 consecutive days;
- If there is any building work planned at your home or building work is to commence where the total cost of the works will be more than £75,000;
- If the type of locks, safe or alarm change or if you no longer have an alarm maintenance contract in force;

Your Cover Sections 1 to 3 – Buildings, Contents & Your Liabilities (continued)

- If the **buildings** are no longer self-contained or do not have their own lockable entrance;
- Where you have Section 1 – Buildings insurance in force; if the full rebuilding cost of **your buildings** changes as a result of additions, alterations or improvements*;
- Where you have Section 2 – Contents insurance in force; if the values to be insured change as a result of additions, alterations, improvements, and new acquisitions*.

* Although cover is automatically provided under Section 1 – Buildings and Section 2 – Contents for additions, alterations, improvements and new acquisitions for up to 25% of the sums insured shown on your schedule, you must notify us about such changes within the timescales stipulated. (Refer to Section 1 – Buildings, Additional Cover 1 – Additions, Alterations and Improvements and Section 2 – Contents, Additional Cover 16 – New Acquisitions).

We may reassess the extent of your cover, revise the premium and/or change any excess when we are told about changes in your circumstances or information.

We will not refund or charge amounts less than £15 plus Insurance Premium Tax.

In some circumstances we may not be able to continue your policy following the changes.

Where this happens you will be told and your policy will be cancelled.

If we decide to cancel your policy you will be entitled to a refund of the premium paid, subject to a deduction for the time you have been covered unless you have made a claim or an event has occurred which could result in a claim, in which case we will be entitled to retain the premium due for the period of insurance.

If we decide to cancel your policy, this will not prejudice your rights in respect of an insured event which occurred before the date of cancellation.

If you do not tell us about changes, or give us incorrect or incomplete information, the wrong terms may be quoted, and we may be entitled to reject payment of a claim or a payment could be reduced. In certain circumstances your policy might be invalid, and you may not be entitled to a refund of premium.

Financial sanctions

We will not provide any cover and nor shall we be liable to pay any claim or provide any benefit to you or to any beneficiary or third party who may have any rights under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Kingdom or United States of America.

If any such prohibition or restriction takes effect during the period of insurance we may cancel your policy immediately by giving you written notice at your last known address.

Fraudulent claims

If you or anyone acting for you:

- knowingly makes a fraudulent or exaggerated claim under the policy; or
- knowingly makes a false statement in support of a claim; or
- knowingly submits a false or forged document in support of a claim; or
- makes a claim for any loss or damage caused by your wilful act or caused with your knowledge, agreement or collusion.

Your Cover Sections 1 to 3 – Buildings, Contents & Your Liabilities (continued)

Then, we may:

- refuse to pay your claim.
- recover from you any costs we have incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act.
- automatically cancel your policy from the date of the fraudulent act.
- not allow a return of any premium paid.
- pass the details to the police, fraud prevention and law enforcement agencies.

Other insurances

If at the time of any loss damage or liability covered by your policy you have any other insurance covering the same loss, damage or liability we will only pay our share of the claim.

Our cancellation rights

We may cancel your policy if we have valid reason to do so. Our valid reasons to cancel your policy include but are not limited to the following:

- if we become aware of changes in your circumstances which mean that it is not possible for us to continue to provide cover under this policy;
- if you fail to meet one or more of the terms and conditions of your policy, and if we agree with you that it is possible for you to rectify such breach(es), where you then do not fully rectify the breach(es) within the time period we specified to you in writing;
- if any additional terms and conditions which we set out as a requirement for providing your insurance cover by including an endorsement (written alterations of the terms) to your policy have not been complied with; or where we have given you time to comply with the terms and conditions, if they have not been complied with within the time period we specified;
- if premium due is not paid by the date that we or your insurance intermediary specify to you in writing. This includes a default of an instalment payment under any linked loan agreement;
- if we reasonably suspect fraud;
- if we discover that you misrepresented information or facts you gave us for the purpose of providing the insurance cover under this policy, for example, if you gave us information that you knew to be untrue or incomplete and if we had been made aware of such information we would not have entered into the insurance contract with you.

If we decide to cancel your policy we will send at least 14 days' written notice to your last known postal and/or e-mail address. All cover will cease from the time and date that we specify in that written notice.

If we cancel your policy you will be entitled to a refund of the premium paid, subject to a deduction for the time you have been covered, unless you have made a claim or an event has occurred which could result in a claim; or the reason for cancellation is fraud; and/or we are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012. (This Act sets out the circumstances where failure by a policyholder to provide the insurer with complete and accurate information permits the insurer to cancel a policy, sometimes back to its start date and to keep any premiums paid.) We will not refund amounts less than £15 plus Insurance Premium Tax.

Where our investigations provide evidence of fraud or a serious non-disclosure we may cancel the policy immediately and backdate the cancellation to the date of the fraud or when you provided us with incomplete or inaccurate information. This may result in your policy being cancelled from the date your cover originally started.

Your Cover Sections 1 to 3 – Buildings, Contents & Your Liabilities (continued)

If we exercise the right to cancel your policy, this will not prejudice your rights in respect of an insured event which occurred before the date of cancellation.

If we cancel your policy all sections and any optional additional covers (e.g. travel insurance) will be cancelled at the same time.

Our rights following a claim

If you have the right to recover all or part of any payment we have made under Section 1 – Buildings, Section 2 – Contents or Section 3 – Your Liabilities of this policy we may take over proceedings in your name, at our expense, to recover for our benefit the amount of any payment we have made. You must give us all the assistance reasonably required to do this.

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

Premium payment

We will not make any payment under this policy unless you have paid the premium for your policy through a UK bank account.

Third party rights

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

Underinsurance and inflation protection

The premium you pay is based on your sums insured. It is therefore important that at all times you keep your sums insured up to date. Your sums insured should be reviewed regularly to take into account any changes in circumstances or value of the property insured (e.g. new purchases, extensions and improvements).

Buildings

The amount you insure the **buildings** for must be sufficient to pay for the full cost of rebuilding and take account of the expenses for:

- demolishing, removing debris, shoring up or propping up parts of the **buildings**;
- architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision; and
- 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**.

Outdoor items

The amount you insure **outdoor items** for must be sufficient to pay for the cost of replacing them as new.

Contents

The amount you insure **contents** for must be sufficient to pay for the cost of replacing them as new.

Your Cover Sections 1 to 3 – Buildings, Contents & Your Liabilities (continued)

Fine art, antiques and collectables

The amount you insure **fine art, antiques and collectables** for should be the current market value.

To protect you against the additional costs of inflation which may make your sums insured inadequate, where you have chosen cover under Section 1 – Buildings and/or Section 2 – Contents we will adjust the sum insured for **buildings** and the sum insured for **contents**, but not **fine art, antiques and collectables** or **jewellery and watches** each month in accordance with the movements in the following indices (or some other suitable index we may decide upon). No increase or decrease in premium will be due for each monthly sum insured change but at each renewal the sum insured will be adjusted and the renewal premium calculated on the revised figures which will be shown on your policy schedule.

- Section 1 – Buildings
The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.
- Section 2 – Contents
The Consumer Price Index (or some other suitable index we decide upon).

Your duty of care

You must:

- maintain the **buildings** to keep them in a good condition and repair;
- take all reasonable steps to minimise the risk of accident, injury, loss or damage;
- look after your property ensuring that all items are afforded a level of care and protection which reflects their value.

Your duty when you have a claim

If you need to make a claim, under Section 1 – Buildings, Section 2 – Contents or Section 3 – Your liabilities you must do the following:

- tell us as soon as possible about the event and give us any information we may need;
- tell the police as soon as possible about any damage caused by theft or attempted theft, malicious persons, or vandals;
- make any temporary repairs as soon as possible but keep the bills as these may form part of your claim. If possible, take photos of the damage;
- allow us to inspect any damage before you carry out permanent repairs. Any estimates that you obtain for permanent repairs or other work must be approved by us before work begins;
- carry out and allow us to take any action we need to prevent more damage;
- provide all necessary information and assistance that we may reasonably require;
- tell us, at your first opportunity if someone is holding you responsible for damage to their property or bodily injury to them. You must send us any correspondence, legal documents or any other documents immediately and unanswered;
- not admit liability or responsibility or offer or agree to pay any money without our permission;
- allow us to defend any proceedings on your behalf;
- not abandon any property and leave it to us.

Your Cover Sections 1 to 3 – Buildings, Contents & Your Liabilities (continued)

How to make a claim

Check your policy schedule and this policy document which give details of what is covered and what is not covered. If you have any questions, please contact your insurance intermediary or if you did not arrange your policy through an insurance intermediary, please contact **Home & Legacy**.

- Upon the discovery of an event which may give rise to a claim please telephone your insurance intermediary or **Home & Legacy**. You can notify **Home & Legacy** by telephoning **0344 893 8360** or if you are calling from overseas **+44 (0) 20 3118 7777**. Lines are open Monday to Friday 9am to 5pm.
- For loss or damage discovered outside normal business hours that is an emergency, please contact the Home Emergency Assistance helpline operated by Allianz Global Assistance on **+44 (0) 208 603 9849** quoting your policy number and postcode. They may be able to provide assistance. Your policy number can be found on your policy schedule.
- Claims can also be reported online, 24 hours a day, 365 days a year at homeandlegacy.co.uk/claims.
- Make any 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.
- **We** 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 by **us** before work begins.
- **We** may arrange for a claims inspector or a loss adjuster to discuss your claim with your insurance intermediary or you.
- You may be asked to complete a claim form. A claim form can be obtained by contacting **Home & Legacy** or your insurance intermediary. Claim forms are also available from **Home & Legacy's** website: 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 correspondence, legal documents or any other documents immediately and unanswered. Do not admit liability. You should also refer to the General Condition headed – Your duty when you have a claim on page 52.
- 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 **us** to claim back a contribution towards the loss from the other insurer(s) concerned.
- If, following an insured event you have the option to claim under Section 1 – Buildings, Section 2 – Contents or Section 3 – Your liabilities of this policy you can choose to submit the claim under whichever section is most beneficial for you.

Your Cover Section 4 – Legal Expenses

Section 4 – Legal Expenses sets out the legal expenses insurance and legal assistance services arranged for you.

This section is underwritten by Allianz Legal Protection, a trading name of Allianz Insurance plc.

Allianz Insurance plc is registered in England No 84638.

Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849.

This section is written on a “claims made” basis. This means that we will cover you for claims made under Parts 1 to 10 of this section provided that the dispute, prosecution, HMRC enquiry or Jury Service giving rise to your claim was:

- first known about by you during the period of insurance; and
- first reported to us by you during the period of insurance.

Details of how to make a claim under section 4 of the policy can be found on page 68.

Important information about reasonable prospects of success

At all times during your legal action **reasonable prospects of success** must exist in order for us to begin, and continue, providing cover under this section.

In order for us to decide whether **reasonable prospects of success** exist we will seek the opinion of the **legal representative**. If we are unable to agree with the **legal representative** on whether **reasonable prospects of success** exist, we will also seek the opinion of any other legally qualified advisor or other expert appropriate to your claim that we feel it is necessary to consult in order for us to make our decision.

If we believe that **reasonable prospects of success** do not exist we will end your claim.

If we end your claim due to **reasonable prospects of success** no longer existing because you have not complied with Conditions 1c or 1d of this section, we will not pay any **costs** incurred during your claim.

If we end your claim due to **reasonable prospects of success** no longer existing because of any other reason, we will pay **costs** incurred up to the date that we end your claim.

What our words mean

In section 4 we have used some words that have a particular meaning. You will find these words along with their particular meaning below. Wherever these words and/or phrases are used throughout section 4 they will be highlighted in **bold print**.

Acts of Parliament

All **Acts of Parliament** referred to in this section will include a reference to all Orders and Regulations made under them and to any subsequent amendments, re-enactments, equivalent legislation, Regulations, Codes of Practice or formal procedures enforceable within the **territorial limits**.

Civil case

A legal action which does not involve the defence of any criminal prosecution against you.

Your Cover Section 4 – Legal Expenses (continued)

Costs

Where we have given our written agreement, we will pay the following on your behalf.

- The professional fees and expenses reasonably and properly charged by the **legal representative** on the **standard basis**, up to the Guideline Hourly Rates issued by the Senior Courts Costs Office, which you cannot recover from your opponent.
- **Employment tribunal fees** under Part 6 – Employment disputes that you have to pay and which cannot be recovered from your opponent.
- Your opponent's legal costs and expenses incurred in a **civil case** which you are ordered to pay by a court or **employment tribunal**, or which you pay to your opponent with our written agreement.

We will only pay costs which are necessary and in proportion to the value of your claim. If we do not agree that the costs have been reasonably and properly incurred, or are necessary and in proportion to the value of your claim, we will have those costs assessed in accordance with Condition 3f set out in of this section of policy.

We will only start to cover costs from the time we have accepted your claim in writing and appointed the **legal representative**.

Damages

Money that a court or **employment tribunal** says your opponent must pay to you or money your opponent agrees to pay to you to settle your legal action.

Employment tribunal

An independent judicial body that has been established to resolve disputes between you and your employer over your employment rights.

Employment tribunal fees

Money that you must pay or your **legal representative** must pay on your behalf, in order to take your dispute with your employer to an **employment tribunal**.

Home

The buildings and the area of the plot of land described in the title deeds of your private residence(s) specified in your policy schedule.

HMRC

HM Revenue & Customs.

Legal representative

The solicitor or other person appointed with our agreement to represent you under the terms of this section.

Partner

Someone you are married to or live with as if you are married.

Your Cover Section 4 – Legal Expenses (continued)

Period of insurance

The period shown on your current Ultimate Home policy schedule.

Reasonable prospects of success

There are **reasonable prospects of success** if, at all times during your legal action against your opponent or dispute arising from an **HMRC** enquiry, it is more likely than not that:

- a court or **employment tribunal** would:
 - i decide the legal action under Parts 1, 2, 3, 4, 5 and 6 in your favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of your claim by a court); or
 - ii award you a more favourable settlement than has already been offered by your opponent; or
 - you will be successful in resolving, in your favour, the dispute arising from the **HMRC** enquiry under Part 9;
- and
- if you are seeking damages from your opponent, you will recover them.

We explain in more detail how we will decide if your legal action has **reasonable prospects of success** under 'Important information about reasonable prospects of success' on page 54 of this section.

Standard basis

The normal method used by the court to assess **costs** which the court believes are proportionate to your legal action and have been reasonably incurred by the **legal representative** or your opponent.

Tax avoidance scheme

Any matter which is notifiable to **HMRC** under the regulations for Disclosure of Tax Avoidance Schemes (DOTAS).

Territorial limits

The **territorial limits** for Part 1 – Personal injury and Part 3 – Consumer contract is Great Britain, Northern Ireland, Channel Islands, Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey and the Vatican City.

The **territorial limits** for Part 2 – Clinical negligence, Part 4 – Property disputes, Part 5 – Property damage, Part 6 – Employment tribunal disputes, Part 7 – Employment prosecution defence, Part 8 – Motor prosecution defence and Part 9 – Tax investigations is Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

We, us, our

Allianz Legal Protection a trading name of Allianz Insurance plc.

You, your

The person named in your current policy schedule and his or her **partner**, children, parents and parents-in-law who permanently live at your **home**.

Your Cover Section 4 – Legal Expenses (continued)

The Cover

Section 4 – Legal Expenses cover is automatically included whether you have chosen to take out cover for Section 1 – Buildings, Section 2 – Contents or both.

This section provides the cover described under Parts 1 to 10. It also sets out: What is covered, What is not covered and the General Conditions applicable for this section.

The General Conditions that apply to section 4 can be found on pages 65-68.

Details of how to make a claim can be found on page 68.

Part 1 – Personal injury

What is covered

We will pay the costs of you taking legal action against your opponent arising from an event that we and the legal representative agree is not your fault and which causes your death or bodily injury or illness.

The cover provided by Part 1 also includes the costs of making or defending an appeal following a decision by a court in respect of your legal action.

We will provide this cover as long as:

- the event happened within the territorial limits; and
- the legal action is brought within the territorial limits; and
- we have given our written agreement to you making or defending an appeal following a decision by a court in respect of your legal action; and
- reasonable prospects of success exist.

Limit of cover

The most we will pay for all claims arising from your death, bodily injury or illness is £100,000.

What is not covered

We will not provide cover for the following:

- any claim which is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by your death or bodily injury);
- any claim arising from medical treatment.

Part 2 – Clinical negligence

What is covered

We will pay the costs of you taking legal action against your opponent arising from:

- medical treatment or care received by you; or
- the failure to provide you with adequate medical treatment or care which causes your death, bodily injury or illness.

Your Cover Section 4 – Legal Expenses (continued)

The cover provided by Part 2 also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

We will provide this cover as long as:

- the medical treatment, series of treatments, care or failure to provide adequate treatment or care took place within the **territorial limits**; and
- the legal action is brought within the **territorial limits**; and
- we have given our written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

Limit of cover

The most **we** will pay for all claims arising out of the same treatment or care, or failure to provide adequate treatment or care, which leads to **your** death, bodily injury or illness is £100,000.

What is not covered

We will not provide cover for any claim which is only to do with stress, emotional or psychological injury, illness or symptoms (This does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by **your** death, bodily injury or illness).

Part 3 – Consumer contract

What is covered

We will pay the **costs** of **you** taking legal action against **your** opponent, or defending legal action taken against **you** by **your** opponent, in a dispute arising from a breach of a contract **you** have for:

- buying, selling or renting goods; or
- buying services; or
- buying or selling **your** home.

The cover provided by this part also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

We will provide this cover as long as:

- **you** entered into the contract within the **territorial limits**; and
- the legal action is brought within the **territorial limits**; and
- **we** have given our written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

Limit of cover

The most **we** will pay for all claims arising from the same dispute under **your** contract is £100,000.

Your Cover Section 4 – Legal Expenses (continued)

What is not covered

We will not provide cover for the following:

- disputes for amounts less than £100;
- anything to do with motor vehicles or their parts and accessories;
- anything to do with building, converting or extending **your home**, or any other property that **you own**;
- anything to do with work carried out on any land or buildings that are not **your home**;
- any dispute over the amount of money or other compensation due under an insurance policy;
- any dispute arising from a contract **you** have for any:
 - pensions, savings or investments of any kind; or
 - loan, mortgage or other borrowing; or
 - other arrangement **you** have with a bank, building society or credit provider;
- any dispute to do with the buying or selling of any land or property that is not part of **your home** (this does not apply if the dispute is to do with services **you** have bought which relate to the buying or selling of that land or property);
- any dispute arising out of the occupation of **your home**, or any other land or property, under a tenancy agreement, lease agreement or licence to occupy;
- anything to do with a contract for **your business activities**;
- any dispute with any local authority, public authority or any government department;
- any dispute arising from an application for planning permission.

Part 4 – Property disputes

What is covered

We will pay the **costs** of **you** taking or defending legal action against your opponent in a dispute arising from a breach of your legal rights to do with owning or using **your home**.

The cover provided by this part also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your legal action**.

We will provide this cover as long as:

- **your home** is within the **territorial limits**; and
- the legal action is brought within the **territorial limits**; and
- **we** have given our written agreement to **you** making or defending an appeal following a decision by a court in respect of **your legal action**; and
- **reasonable prospects of success** exist.

Limit of cover

The most **we** will pay for all claims arising from the same dispute to do with **your home** is £100,000.

Your Cover Section 4 – Legal Expenses (continued)

What is not covered

We will not provide cover for the following:

- any dispute relating to any land or building that is not **your home**;
- any dispute arising out of the occupation of **your home**, or any other land or property, under a tenancy agreement, lease agreement or licence to occupy;
- any dispute with any local authority, public authority or any government department;
- any dispute arising from an application for planning permission;
- any dispute relating to physical damage to **your home** or property which you own or are legally responsible for and which is in or on **your home**.

Part 5 – Property damage

What is covered

We will pay the **costs** of you taking legal action against your opponent in a dispute following an event which causes the following.

- Physical damage to **your home**.
- Physical damage to property which you own or are legally responsible for and which is in or on **your home**.

The cover provided by this part also includes the **costs** of making or defending an appeal following a decision by a court in respect of your legal action.

We will provide this cover as long as:

- **your home** is within the **territorial limits**; and
- the legal action is brought within the **territorial limits**; and
- we have given our written agreement to you making or defending an appeal following a decision by a court in respect of your legal action; and
- **reasonable prospects of success** exist.

Limit of cover

The most we will pay for all claims arising from the same dispute following damage to **your home** or property is £100,000.

What is not covered

We will not provide cover for the following:

- any dispute with any local authority, public authority or any government department;
- any dispute relating to any land or building that is not **your home**;
- property damage caused by mining or subsidence (subsidence means the downward movement of the ground beneath **your home**, except where the damage is caused by the settlement of made up ground or by **your home** bedding down within 10 years of construction);
- property damage arising from any contract you have with another person or organisation;
- property damage arising from you driving or using a motor vehicle.

Your Cover Section 4 – Legal Expenses (continued)

Part 6 – Employment contract disputes

What is covered

We will pay the **costs** of you taking legal action against your employer in a dispute arising from a breach of your contract of full-time employment or permanent part-time employment (this includes the breach of any legal rights you have relating to your contract of employment).

The cover provided by this part also includes the costs of making or defending an appeal following a decision by a court or **employment tribunal** in respect of your legal action.

We will provide this cover as long as:

- you entered into the contract within the **territorial limits**; and
- the legal action is brought within the **territorial limits**; and
- we have given our written agreement to you making or defending an appeal following a decision by a court or **employment tribunal** in respect of your legal action; and
- **reasonable prospects of success** exist.

Limit of cover

The most we will pay for all claims arising from the same dispute under your contract of employment is £100,000.

What is not covered

We will not provide cover for the following:

- any **costs** or expenses that you incur in relation to any disciplinary action, grievance or investigation by your employer arising out of your contract of employment;
- any **costs** or expenses that you incur in relation to any compromise or settlement agreement to do with the way your contract of employment is ended;
- any dispute which is only about the amount of redundancy pay;
- anything to do with subcontracting or a contract for services if you are self-employed;
- any dispute which is only to do with stress, emotional or psychological injury, illness or symptoms; (this does not apply if your dispute with your employer is to do with discrimination against you).

Part 7 – Employment prosecution defence

What is covered

We will pay the **costs** of you defending criminal proceedings being brought against you arising from your full-time employment or permanent part-time employment.

The cover provided by this part also includes the **costs** of making an appeal against your conviction or sentence by a court.

We will provide this cover as long as:

- the event giving rise to the criminal proceedings happened within the **territorial limits**; and
- the criminal proceedings will be decided by a court within the **territorial limits**; and
- we have given our written agreement to you making an appeal against your conviction or sentence by a court.

Your Cover Section 4 – Legal Expenses (continued)

Limit of cover

The most we will pay for all claims arising from the same criminal proceedings is £100,000.

Part 8 – Motor prosecution defence

What is covered

We will pay the costs of you defending criminal proceedings being brought against you arising from your ownership or use of an insured vehicle.

The cover provided by this part also includes the costs of making an appeal against your conviction or sentence by a court.

We will provide this cover as long as:

- the event giving rise to the criminal proceedings happened within the territorial limits; and
- the criminal proceedings will be decided by a court within the territorial limits; and
- we have given our written agreement to you making an appeal against your conviction or sentence by a court.

Limit of cover

The most we will pay for all claims arising from the same criminal proceedings is £100,000.

What is not covered

We will not provide cover for the defence of criminal proceedings being brought against you in respect of the following:

- parking offences;
- driving while under the influence of drink or drugs;
- driving without:
 - insurance that covers an insured vehicle; or
 - a road fund licence or MOT certificate for the insured vehicle where either of these are required by law; or
 - a valid driving licence;
- any criminal proceedings against you that would be covered under your motor insurance policy for the insured vehicle;
- any award of costs made against you by a court following criminal proceedings.

Part 9 – Tax investigations

What is covered

We will pay the costs we have agreed to for representing you in a formal enquiry by HMRC under Section 9A of the Taxes Management Act 1970 which examines your self-assessment tax return declarations relating to:

- your wages, salary or pension;
- income or gains you receive on investments in the United Kingdom, providing that the gains do not relate to your business and that the income is not your main source of income.

Your Cover Section 4 – Legal Expenses (continued)

We will provide this cover as long as:

- you have kept accurate records in accordance with any relevant tax requirements; and
- all relevant tax returns are complete and have been filed on time; and
- **reasonable prospects of success** exist in any dispute arising from an enquiry by **HMRC**.

Limit of cover

The most we will pay for all claims arising from the same enquiry is £100,000.

What is not covered

We will not provide cover for any enquiry by **HMRC** relating to:

- the tax compliance of any business entity, unless it relates only to the personal tax you must pay on your wages or salary received as an employee;
- any alleged or suspected tax fraud or criminal matters;
- any income earned by you as a self-employed person;
- where the enquiry happens only because you have been investigated before;
- any enquiry carried out by **HMRC** Specialist Investigations, or **HMRC** Criminal Investigations, or carried out under Codes of Practice 8 or 9;
- a **Tax Avoidance Scheme**;
- IR35 legislation;
- provisional entries in your returns;
- any enquiry into any of your earlier self-assessment tax return declarations undertaken in accordance with **HMRC** discovery powers under Section 29 of the Taxes Management Act 1970.

Part 10 – Jury service

What is covered

If you have to go to court for jury service, we will pay your salary or wages that you cannot get back from the court or your employer.

Limit of cover

The most we will pay is £150 per day, up to a maximum of £25,000 for each period of jury service.

Your Cover Section 4 – Legal Expenses (continued)

What is not covered under any part of Legal Expenses

In addition to the exclusions described in ‘What is not covered’ by each part we will not provide cover under this section for the following.

- 1 Any costs:
 - incurred before we have accepted your claim in writing and appointed the legal representative.
 - we have not agreed to in writing.
 - you have paid directly to the legal representative or any other person without our permission.
 - relating to an appeal following a decision by a court or employment tribunal in respect of your legal action unless we and the legal representative agree that reasonable prospects of success exist.
 - that the court orders you to pay to your opponent on anything other than the standard basis. This will normally be because of your improper or unreasonable conduct during your legal action.
- 2 Any money that you have to pay under a contract you have with the legal representative where the amount of that money is determined by the amount of:
 - legal costs and expenses incurred by the legal representative in respect of your claim; or
 - damages you receive from your opponent.

These types of contracts are often referred to as conditional fee agreements or damages-based agreements.

- 3 Any actual or potential dispute, criminal proceedings, HMRC investigation or requirement to attend for jury service that you were aware of, or should have been aware of, before the cover under this policy started.
- 4 Any fines or other penalties awarded against you by a court or employment tribunal.
- 5 Disputes between you and:
 - us; or
 - any other person covered by this policy; or
 - someone you live with or have lived with.
- 6 Any cause, event or circumstance occurring prior to, or existing at, the inception of this policy, or on or after the renewal of this policy and which you knew, or ought to have known, may give rise to a claim.
- 7 Any claim where it is clear from the information available relating to the claim that it has arisen from your deliberate or reckless action.
- 8 Any dispute arising from:
 - an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or
 - any other challenge to any existing or proposed legislation.
- 9 Any dispute arising out of written or verbal remarks which you believe have damaged your reputation.
- 10 Any Value Added Tax that is payable on the costs incurred which you can recover from elsewhere.
- 11 Claims directly or indirectly caused by, contributed to or arising from:
 - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- 12 Claims arising from war, invasion, riot, revolution, terrorism or a similar event.

Your Cover Section 4 – Legal Expenses (continued)

General Conditions that apply to Section 4

You must keep to the conditions to have the full protection of this section. If you do not, and the condition you have not kept to relates to a claim you have made, we may refuse the claim or withdraw from any current claim.

If you do not keep to Condition 1c, 1d or 1e below we will recover any costs from you that we have paid or incurred in respect of your legal action unless we agree to appoint another legal representative to continue your claim.

1 Action you must take

You must:

- a Make your claim during the same period of insurance in which you first became aware, or should have become aware, of the event, or series of events, which gave rise to the claim.
- b Not appoint a legal representative to represent you in your legal action.
- c At all times throughout your legal action give the legal representative and us a complete, accurate and truthful account of all of the circumstances that are relevant to your legal action that you are aware of, or should have been aware of. This will include details of any agreement between you and any other person or organisation.
- d Follow the advice of, and co-operate fully with, the legal representative and us at all times during your legal action. This will include going to all court hearings or other appointments that the legal representative asks you to attend.
- e Not withdraw your claim from the legal representative without the written agreement of us and the legal representative.
- f Get our written agreement before making or defending an appeal against the decision of a court or employment tribunal in respect of your legal action.
- g Instruct the legal representative to take all reasonable steps to recover costs from your opponent and pay them to us. If you do not do this, we will have the right to reduce the amount that we pay under this policy to the amount that your costs would have been if you had instructed the legal representative to take all such reasonable steps.
- h Instruct the legal representative to keep to condition 2 below.

2 Action the legal representative must take

The legal representative must:

- a Get our written permission before instructing a barrister, expert witness, other legally qualified advisor or expert in respect of your legal action.
- b Tell us at the first opportunity once he or she becomes aware of any information or development which will more likely than not mean that:
 - reasonable prospects of success no longer exist; or
 - the damages that you can recover from your opponent will be reduced from the amount that was originally expected by the legal representative.
- c Tell us at the first opportunity once he or she becomes aware that you want to make an offer, or your opponent has made an offer, to settle your legal action.
- d Report the result of your legal action to us at the first opportunity after it is finished.
- e Take all reasonable steps to recover costs from your opponent and pay them to us.

Your Cover Section 4 – Legal Expenses (continued)

3 Our rights

We will have the right to:

- a Appoint the **legal representative** in **your** name and on **your** behalf.
- b Take over and conduct, in **your** name, any claim or proceedings:
 - before a **legal representative** has been appointed; or
 - that are necessary to recover **costs** that **we** have paid in respect of **your** legal action.
- c Contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to **your** legal action.
- d Appoint a barrister or other legally qualified advisor or expert appropriate to **your** legal action and ask for his or her opinion on the value of **your** legal action and whether **reasonable prospects of success** exist.
- e End **your** claim if, at any time during **your** legal action **reasonable prospects of success** no longer exist. If, after **we** end **your** claim, **you** continue the legal action and get a better settlement than **we** expected, **we** will pay **your costs** which **you** cannot get back from anywhere else.
- f Have any legal bill assessed if **we** and the **legal representative** or the representative acting for and on behalf of **your** opponent cannot agree on the level of **costs**. If **we** do this the assessment will be carried out by a court, independent expert in the assessment of **costs** or other competent party. **We** will not pay any more than the **costs** that are determined as reasonable by the assessment.
- g Settle **your** claim by paying the amount in dispute. If **we** do this **we** will not pay any **costs** incurred after the date that **we** tell **you**, and any **legal representative**, that **we** have decided to settle **your** claim. (This will not apply where legal proceedings have begun in a court before the date **we** decide to settle **your** claim. In these circumstances **we** will settle the claim by paying **costs** that are necessary to discontinue those legal proceedings as well as the amount in dispute).
- h Settle the **costs** covered by this section at the end of **your** legal action.

4 Your agreements with others

We will not be bound by any agreement between **you** and the **legal representative**, or **you** and any other person or organisation. This will include any agreement **you** have made to pay the **legal representative** out of any damages that **you** receive from **your** opponent.

5 Other insurances and cover

If **you** have another insurance policy, service contract or membership that provides cover for a claim **you** have made under this section, **we** will only pay **our** share of the **costs** of the claim.

6 Freedom to choose the legal representative

At any time before **we** and the **legal representative** agree that legal proceedings need to be issued or defended in a court or tribunal **we** will choose the **legal representative**.

You have the right to choose the **legal representative** if **we** and the **legal representative** agree that negotiations with **your** opponent have failed to settle the dispute and it becomes necessary for legal proceedings to be issued or defended in a court or tribunal.

Your Cover Section 4 – Legal Expenses (continued)

You can also choose the **legal representative** if a conflict of interest arises which means that our chosen **legal representative** cannot act for you because of his or her professional rules of conduct. You must send the name and address of your chosen **legal representative** to us. If we agree to appoint a **legal representative** that you choose, he or she will be appointed on the same terms as we would have appointed our chosen **legal representative**, other than in respect of any agreement we and your chosen **legal representative** reach over the costs that we will pay.

If there is any dispute about your choice of **legal representative** that you and we cannot resolve, the matter will be settled using the procedure in Condition 7 – Disputes.

When choosing the **legal representative**, you must remember your duty to keep the costs of any legal proceedings as low as possible.

7 Disputes

If there is a dispute between you and us, the matter may be referred to an arbitrator who will be a solicitor, barrister or other suitably qualified person that you and we agree to. If you and we cannot agree on an arbitrator the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either you or us, the arbitrator will decide how you and we will share the costs. If the arbitrator decides that you must pay some, or all of the costs of the arbitration those costs will not be covered by this section.

8 Notices

Every notice which needs to be given under this section must be given in writing.

If you give us notice, you must send it to **Home & Legacy**.

If we give you notice, we must send it to your last known address.

9 Changes during the period of insurance

If we need to make changes to your section, we will normally only do this at your next renewal date. We will not change your section during the **period of insurance** unless:

- a we are required to do so because of a change in any law applicable to this section; or
- b we are told to do so by our industry regulators (the Financial Conduct Authority or Prudential Regulation Authority); or
- c a service provided under this section by any organisation other than us is no longer available and we need to:
 - change the provider of the service; or
 - change the service; or
 - remove the service.

If we do need to change your section, we will give you 30 days' notice in writing of the change and how it will affect you.

Your Cover Section 4 – Legal Expenses (continued)

10 Fraud

If you or anyone acting on your behalf:

- a makes any false or fraudulent claim;
- b makes any exaggerated claim;
- c supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- d makes a claim for loss or damage which you or anyone acting on your behalf deliberately caused;

We will:

- i refuse to pay the whole of the claim; and
- ii recover from you any sums that we have already paid in respect of the claim.

We may also notify you that we will be treating the section as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a to d above. In that event, you will:

- a have no cover under the section from the date of the termination; and
- b not be entitled to any refund of premium.

11 Rights of parties

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

How to make a claim

If you need to make a claim, call Home & Legacy Legal Assistance on **0344 854 1775** or if you are calling from overseas on **+44 (0) 1454 451 660**, quoting master policy number **36758** and confirm you are a **Home & Legacy** Legal Expenses policyholder. You will be asked for a brief summary of the problem and these details will be passed on to an advisor who will call you back.

If your claim is covered we will appoint the **legal representative** we have agreed to in your name and on your behalf. You must not appoint a solicitor or any other person or organisation to deal with your claim.

If you have already seen a solicitor before we have accepted your claim in writing, we will not pay any fees or other expenses that you have incurred.

We will only start to cover the **costs** from the time we have accepted the claim and appointed the **legal representative**.

Please see Condition 6 – Freedom to choose the legal representative on page 66 of this policy section for an explanation of when you can choose the **legal representative**.

Your Cover Section 4 – Legal Expenses (continued)

Legal assistance services

We have arranged for a selection of additional legal assistance services to be included for you with your policy.

Our legal assistance services provide you with immediate access to a solicitor, and are designed specifically to support, guide and provide you with options to resolve your legal needs. The services provided are described below.

Legal health check

This section provides access to a legal health check. You are entitled to, unlimited access to an online legal health check which will ask you a number of questions and provide an indication of the documents and services which you should consider to address the current legal aspects or issues which apply to you.

A range of legal areas will be included during each legal health check, for example Wills and Powers of Attorney or matters relating to residential property.

The legal health check does not include:

- the cost for a solicitor to review any documents;
- advice on any legal matters where a solicitor has already been appointed and is acting on your behalf in respect of any legal proceedings;
- advice related to any legal disputes involving us or any other parties that are insured under this policy.

The legal health check is an inclusive benefit of your policy. To access the health check please visit homeandlegacy.co.uk/lawclub and register using the registration code which can be found on the policy schedule.

The service we offer is designed to provide you with general information only.

It does not constitute legal advice and should not be relied upon as such. A contract for legal services will not be established with you as a result of our offering you this service. The legal health check is provided by Epoq Legal Ltd, Middlesex House, 29-45 High Street, Edgware, Middlesex HA8 7UU. If you require guidance with the website please call **0345 644 8966**.

Legal assistance help and support

Home & Legacy Legal Assistance provides you with confidential telephone legal advice on any personal legal matter when you need it, 24 hours a day, 365 days a year.

Home & Legacy Legal Assistance advice will be available to you on a wide range of issues, for example consumer disputes, employment disputes through to areas such as property, wills and probate.

Our legal advisors are often able to assist and resolve during the first call. However, where the legal issue may be more complex, then your enquiry will be passed to a specialist solicitor in that particular area of law.

You will not be charged for the advice provided. This service is available to you as a benefit of being a Home & Legacy home insurance customer.

Should the advice you receive suggest that you should instruct a solicitor to act for you the cost of this representation may be covered under this section of your policy.

For legal advice, help and support call **0344 854 1775**, quote **36758**, and confirm that you are a Home & Legacy Legal Expenses policyholder. You will then be asked for a brief summary of the problem.

We may record the calls for your and our mutual protection and our training purposes.

Your Cover Section 4 – Legal Expenses (continued)

Legal assistance online

As part of your **Home & Legacy** household policy you have free unlimited access to various online tools and services that will help you to produce legal paperwork and other documents in connection with a wide range of matters that can affect your personal lifestyle. **Home & Legacy** Legal Assistance Online enables you to draft over 150 legal documents which can be prepared by following the online interactive questionnaire. Once created the documents can be downloaded, printed and stored in your secure online legal account.

In addition **Home & Legacy** Legal Assistance Online has a detailed lawguide which can provide you with up to date guidance and advice on many legal issues.

Some documents include the option of instructing Epoq to review your draft document for an additional fixed fee. The amount of the additional fixed fee will be confirmed to you at the time that you use the service. This document review service extends to documents which you have begun drafting through legal assistance online where you want Epoq to review your document and ensure it is fully prepared and amended to meet your needs.

If you require guidance with the website please call **0345 644 8966**.

To access **Home & Legacy** Legal Assistance Online visit homeandlegacy.co.uk/lawclub and register using the registration code which can be found on your **Home & Legacy** policy schedule.

This service is provided by Epoq Legal Ltd, Middlesex House, 29-45 High Street, Edgware, Middlesex HA8 7UU.

Tax advice helpline

Your policy also includes access to a tax advice helpline which will provide advice on any personal tax matter affecting you and is available between the hours of 9.00am and 5.30pm, Monday to Friday (excluding Public Holidays). Advice provided by the helpline will be in accordance with the taxation laws of Great Britain and Northern Ireland. The Tax Advice Helpline cannot provide advice on the laws of any other country or jurisdiction.

Please note that this is a telephone service, which is intended for general enquiries. It does not provide advice on any matter relating to tax planning and we cannot engage in documentation review or enter into any written correspondence with you, except where the advisor considers it appropriate to forward details of written procedures to you by email. Advice and guidance will be in accordance with the advisor's understanding of the circumstances as described by you.

This service should not be used as a substitute for a formal consultation with your accountant or other tax advisor, who can review your particular circumstances in more depth than is intended by this service.

When contacting the Tax Advice Helpline, you should quote reference **36758** and confirm you are a **Home & Legacy** legal expenses policyholder.

Tax Helpline **0344 873 0244**

You can contact the helpline as often as required during the **period of insurance**, although in the event that the telephone line is not available for technical reasons no liability can be accepted for inability to provide advice. This helpline is provided by Markel Tax Protection, One Mitchell Court, Castle Mound Way, Rugby CV23 0UY.

Your Cover Section 5 – Identity Fraud Detection & Assistance

Section 5 of the policy sets out the identity protection services **Home & Legacy** has arranged for you which are administered by **TransUnion**.

What our words mean

In section 5 there are words and phrases that have a particular meaning. You will find these words along with their particular meaning below. Wherever these words and/or phrases are used throughout section 5 they will be highlighted in bold print.

Credit report

The personal record provided by **TransUnion** of your current and recent credit commitments (such as credit cards, loans and mortgages), your repayment history and other information that helps lenders to avoid fraud and assess the likelihood that you will be able to make repayments. It includes any court judgments made against you and whether or not you have taken out an individual voluntary arrangement (IVA) or been made bankrupt within the previous six years. Other information featured on the **credit report** are financial associations with others, any aliases you may be known by, details from the electoral roll, any linked addresses and any **credit report** searches made in the previous 24 months.

Cifas

A non-profit organisation whose members are dedicated to the prevention of fraud in the United Kingdom. **Cifas** members share information about identified frauds to help prevent further fraud. **Cifas** provide **Cifas** Protective Registration, an optional service available as part of your **membership**. **Cifas** is a company limited by Guarantee, registered in England and Wales No. 2584687 and is located at, 6th Floor, Lynton House, 7–12 Tavistock Square, London WC1H 9LT.

Identity fraud

The theft of or unauthorised use of your personal details by another person or persons which has or which **TransUnion** (or its appointed agents) believe could reasonably result in the unlawful use of your identity.

Identity protection services

The online credit monitoring and web monitoring **identity fraud** protection services, administered by **TransUnion**.

Membership

A subscription by you to the **TransUnion** online identity protection service.

TransUnion

TransUnion is the administrator of the benefits and services given under Section 5 – Identity Fraud Detection & Assistance Service, of the policy. **TransUnion** is a trading name of **TransUnion** International UK Limited, registered in England and Wales with Company No. 03961870 and is located at, One Park Lane, Leeds, West Yorkshire LS3 1EP.

Your Cover Section 5 – Identity Fraud Detection & Assistance (continued)

Web monitoring

The continuous monitoring by **TransUnion** (or its appointed agents) of old and new web pages, chat rooms, forums, file-sharing sites and dark webs (websites that cannot be located using traditional search engines or browsers) to help detect signs that **your** personal information is being used or disclosed online without **your** knowledge or permission.

You, your

The main policyholder and, where applicable, the named partner stated on **your** policy schedule who have registered or who are entitled to register for **membership**.

Registering for the Services

From the day **you** take out **your** policy **you** are automatically entitled to access the **TransUnion** Victims of Fraud Helpline. This can be accessed by calling **0333 014 2977** – 8am to 6pm, Monday to Friday (excluding bank or public holidays), more details on this are in given under the description of ‘The Services’ below.

Before **you** can use the online services **you** will have to activate **membership**. **Membership** is available for the main policyholder (the insured) and the named partner of the insured (the joint insured) as stated on **your** policy schedule. Each person will be required to individually register to activate **membership** by going to homeandlegacy.creditview.co.uk.

When **you** register for **membership** **you** will be required to accept the **TransUnion** Terms and Conditions related to the provision of **TransUnion’s** website services. **TransUnion’s** Terms and Conditions include:

- **TransUnion’s** Privacy Policy which explains how **your** personal information held by **TransUnion** will be used; and
- **TransUnion’s** Complaints procedure.

As part of **your** registration process **you** will have to choose a username and password. These will be needed to access **your membership** online on an ongoing basis.

If **you** do not agree to accept **TransUnion’s** Terms and Conditions **you** will not be granted **membership** and will not be able to access any of the online **identity protection services** **Home & Legacy** has arranged for **you**.

When **you** have registered **you** will automatically receive alert notifications by email if there are certain changes to **your credit report** or if **web monitoring** detects **your** personal information online. The alert notifications **you** receive will be based on the detection of **your** personal information provided to **TransUnion**, (for example, **your** email address(es), bank account details, payment card number(s), telephone number(s), national insurance number).

Your Cover Section 5 – Identity Fraud Detection & Assistance (continued)

The Services

The following TransUnion services are available to you for the duration of your policy.

- **Credit Report Information**

Unlimited online access to your credit report by going to homeandlegacy.creditview.co.uk.

- **Identity Protection Service**

Alerts notified to you by email:

- whenever certain changes occur to your credit report that could be a sign of potential identity fraud (for example: addition of a credit account; or a search made on your credit report);
- if web monitoring detects your personal information.

- **TransUnion Victims of Fraud Helpline**

Access to TransUnion's confidential advice helpline to assist and advise if you have any concerns about being or becoming a victim of identity fraud or if you have any questions about your membership.

If you are the victim of identity fraud, you will have the benefit of a dedicated fraud caseworker from TransUnion's 'Victims of Fraud' team to work with you to provide advice, support and assistance until your identity fraud issues are resolved.

- **Cifas Protective Registration**

If you are a victim of identity fraud or if TransUnion consider that your identity is particularly at risk of identity fraud, (for example, if you have lost your passport or driving licence or any other forms of identification or documents with personal information), you may be recommended for Cifas Protective Registration. This service is automatically available to you as part of your membership. Registering for this service if recommended is not compulsory but may be beneficial as it helps to reduce the risk of your identity being used unlawfully, to obtain credit or money in your name. Cifas members take extra precautions if a protective warning is placed on a credit file.

If your policy is cancelled, expires or ends for any reason your membership will end. If this happens you will continue to have access to the Credit Report Information Service for access to your credit report, but will no longer have access to any of the other services.

General Exclusions

The services available to you under section 5 do not extend to:

- Any financial loss or cost you incur as a result of identity fraud.
- Individuals who are not residents of the United Kingdom, Channel Islands or the Isle of Man.
- Individuals who are not over 18 years of age.

Your Cover Section 6 – Home Emergency Assistance

Section 6 – Home Emergency Assistance is included for your residence(s) indicated as covered on your policy schedule.

Section 6 of this policy is underwritten by AWP P&C SA and is administered in the United Kingdom by Allianz Global Assistance.

Allianz Global Assistance is a trading name of AWP Assistance UK Ltd. Registered in England No 1710361. Registered Office: PO BOX 74005, 60 Gracechurch Street, London EC3P 3DS.

AWP Assistance UK Ltd. is authorised and regulated by the Financial Conduct Authority.

AWP P&C SA is authorised by Autorité de Contrôle Prudentiel in France and authorised and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority and the Prudential Regulation Authority are available from us on request.

Allianz Global Assistance acts as an agent for AWP P&C SA for the receipt of customer money, settling claims and handling premium refunds.

Home & Legacy acts as an agent for AWP P&C SA with respect to the receipt of customer money and handling premium refunds.

What our words mean

In Section 6 – Home Emergency Assistance, we have used some words and phrases that have a particular meaning. You will find these words along with their particular meaning below. Wherever these words and/or phrases are used throughout this section they will be highlighted in bold print.

Beyond economic repair

The point at which our **tradesman** considers the repair **costs** (taking into account the parts and labour required) to be more than the value of the boiler. The value is based on its date of manufacture, type and make.

Emergency/emergencies

A sudden and unforeseen domestic situation, which, if not dealt with quickly, would in our opinion:

- make your **home** unsafe or insecure;
- damage, or cause further damage to **your home**;
- cause unreasonable discomfort, difficulties or risk to **you**.

Home

The **buildings** and the area of the plot of land described in the title deeds of your private residence(s) specified in your policy schedule.

Insurer

AWP P&C SA.

Your Cover Section 6 – Home Emergency Assistance (continued)

Primary heating system

The main heating systems in **your home**, including a domestic boiler, which serves pipework of not greater than one inch bore. This includes both the central heating and/or hot water systems and extends to: programmer, central heating pump, thermostats and radiators.

Please note that **we** do not cover any form of solar heating or non-domestic central heating boilers and associated systems.

Your central heating boiler should be serviced at least annually, in accordance with the manufacturer's recommendations.

Tradesman/Tradesmen

A qualified person approved and instructed by **us** to provide domestic emergency repair services.

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, Our, Us

AWP Assistance UK Ltd trading as Allianz Global Assistance, who administers the cover provided under this section on behalf of the **insurer**.

You

Any person normally residing in **your home**.

Your

Belonging to the policyholder.

Your Cover Section 6 – Home Emergency Assistance (continued)

The Cover

This section of the policy sets out the Home Emergency Assistance covers we provide and what is not covered. It also sets the General Conditions that apply to the whole of section 6 of the policy and how to make a claim.

The General Conditions can be found on page 76.

Details of how to make a claim can be found on page 77.

What is covered

We will:

- provide initial advice to you;
- arrange for a tradesman to attend your home;
- pay up to £1,000 (including VAT) per emergency towards labour, costs (including call out charges, materials and parts required to effect emergency repairs in your home).

We will only provide this cover if the emergency happens during the period of insurance and it is caused by one or more of the following:

- **Cooking system**

Complete failure or breakdown of the only permanently installed cooking system at your home.

- **Electricity supply**

Complete failure or breakdown of the electricity supply within your home.

- **Primary heating system**

Complete failure or breakdown of, either the heating and/or hot water supply provided by the primary heating system.

The heating system must have been properly installed, maintained and repaired as recommended by the manufacturer or installer.

If your boiler is beyond economical repair we will only pay up to £250 (including VAT) towards the labour and parts to replace the boiler (applies to boilers under 12 years of age only).

- **Plumbing and drainage**

Failure of or damage to, the plumbing or drainage system which will result in water damage inside your home. This includes:

- burst pipes;
- overflowing waters tanks;
- blocked waste outlets (including toilets); and
- blocked drains.

- **Uninhabitable accommodation cover**

If no-one can live in your home as a result of an emergency, we will pay all your reasonable costs up to £250 in getting basic accommodation for one night, as long as we approve it beforehand.

- **Gutters and downpipes**

The downpiping and guttering has either failed or been damaged, and flooding or water damage inside your home is a likely result of that failure or damage.

Your Cover Section 6 – Home Emergency Assistance (continued)

- **Security and glazing**

Failure of or damage not caused by you to outside locks, doors or windows which means that your home is no longer secure.

- **Roofing**

Damage to the roof of your home caused by adverse weather conditions or fallen trees.

- **Vermin**

If you need to remove vermin from your home (this does not apply to animals and insects already in your home before you took out cover).

What is not covered

- Any emergency arising from circumstances known to you before commencement of cover under your policy.
- Costs we have not authorised. Always phone us first.
- Routine maintenance of equipment, supplies or services in your home.
- Repairs to any system, equipment or facility which has not been installed, maintained or repaired according to the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of a manufacturer's or designer's fault.
- Materials or labour charges covered by a manufacturer's, supplier's or installer's guarantee or warranty.
- Cesspits, septic tanks and central-heating fuel tanks.
- Any wilful act by you, or something you fail to do that causes an emergency.
- Claims that happen when your home is left unoccupied for more than 60 days in a row.
- Claims arising from the interruption, failure or disconnection of public services to your home, (including electricity, water or gas supply) however they are caused.
- Claims arising as a result of wear and tear.
- Any destruction or damage to any property or any resultant loss or any legal liability directly or indirectly caused by, something you are claiming for (such as loss of earnings), or arising from:
 - radioactive contamination;
 - war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution or military or usurped power;
 - riot, violent disorder, civil commotion, strikes or labour disputes;
 - pollution or contamination of any kind.
- Any additional loss resulting from a claim covered by this policy.
- Any form of solar heating and any non-domestic central heating boiler and associated system.
- Boilers not serviced in accordance with the manufacturer's recommendations.
- Replacement boilers, heaters, water tanks or radiators.
- Boilers which are over 12 years old; or where the work that relates to maintenance or a fault in the primary heating system.
- Cost of repairing a boiler that is beyond economical repair.
- We will not re-attend a boiler repair until you have confirmed that a boiler, that has previously been deemed to be beyond economic repair, has been replaced.
- Blocked toilets and drains not causing water damage inside your home or replacement water tanks or hot-water cylinders.

Your Cover Section 6 – Home Emergency Assistance (continued)

- Accidental damage to glass or replacement glass.
- Any matters relating to security alarms.
- Flat roofs.
- Any occurrence where there is a risk of exposure to materials or fixtures containing asbestos or related products.
- Any **emergency** which happens within 14 days of the policy start date. This does not apply to **home emergency** assistance policies that have renewed.

Please also refer to the Home Emergency Assistance General Conditions which also apply.

General Conditions that apply to Section 6

We will act in good faith in all our dealings with you.

We will only pay the benefits under this policy if you contact us first.

We will make reasonable attempts to find a suitable tradesman, as long as the service is not affected by: poor weather conditions, industrial disputes (official or not), failure of the public transport systems (including the road network) and other circumstances that prevent access to your home or otherwise make it impractical to offer the service.

If you need more than the cover provided by the home emergency assistance, we will still offer you help up to the policy limits, but you will have to pay the extra costs direct to the tradesman when they provide the service.

You will be responsible for tradesman's call-out charges if:

- having asked for help you are not at home when the tradesman arrives;
- it is for replacement boilers, heaters, water tanks or radiators;
- it is for boilers which are over 12 years old; or
- it is for work that relates to maintenance or a fault in the primary heating system.
- the primary heating system fails because you did not light it, turn it on or failed to adjust the time or temperature controls.

We shall be entitled to:

- refuse to help if, in our opinion, your home or services have not been maintained in a safe or serviceable condition.
- decide on the most appropriate way of providing help, although we will take into account your wishes wherever possible.
- settle our part of the claim if you have any other insurance covering the same loss or damage; or
- cancel this insurance if you give us false information or do not give us the information we need (in such cases, we will repay any premium that is due to you).

We will arrange to supply and fit replacement parts when they are needed and if they are covered under the policy. If you ask that better parts are fitted, you will have to pay the extra cost. **We** are not responsible for any inconvenience, loss or damage caused by delay in the manufacturers, or their suppliers or agents supplying spare parts.

Note:

Please remember this is not a maintenance contract and we have the right to cancel the insurance provided under this section of the policy if, in our opinion, the service is being abused.

Your Cover Section 6 – Home Emergency Assistance (continued)

How to make a claim

It is vital that you follow these steps to get help and claim the benefits available under your Home Emergency Assistance insurance if there is an **emergency** covered by the policy.

Stay calm

If the **emergency** involves escaping water or electrical faults, turn off the mains supply immediately. Major **emergencies** which could potentially result in serious damage or injury must be immediately notified to the public supply authority and/or the emergency services.

If you suspect a gas leak turn off the mains gas supply and do not use any electrical switches (off or on) or naked flames (for example matches). You should contact National Grid (Tel **0800 111 999**) in these circumstances.

Please phone the home emergency assistance insurance helpline on **+44 (0) 208 603 9849** within 24 hours of the **emergency** happening.

Lines are open 24 hours a day, 365 days a year.

(Please note calls may be recorded for our joint protection, training or monitoring purposes).

It is important to remember that you must telephone the home emergency assistance helpline first.

Please do not make any arrangements yourself as we cannot refund any **costs** if you do not get our prior authorisation.

Tell us your home emergency assistance insurance policy number, full address including post code and renewal date. All of this information appears on your policy schedule.

Give us as much information as possible about what has happened, so we can give you advice and arrange the most appropriate help for you.

The home emergency assistance helpline will arrange for an approved **tradesman** to come to your home and deal with your **emergency**. If the **emergency** is listed under what is covered under section 6 of this policy the emergency assistance insurance helpline will arrange to pay the **tradesman's** fees (up to the limits of this policy) direct to the **tradesman**. You will be responsible for any extra **costs**, which may or may not be covered by Section 1 – Buildings and Section 2 – Contents of your policy. If the **emergency** is not listed under what is covered you must pay all the **tradesman's** fees.

We must approve overnight accommodation first. You will be asked to send a receipted invoice, including your policy number directly to the insurer.

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HOME & LEGACY

EXPERTLY CRAFTED
INSURANCE

For further information about Home & Legacy Ultimate Home,
please contact your insurance intermediary or call us on 0344 893 8360.

Visit our website at homeandlegacy.co.uk.



Chartered

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