

Your Home Policy

CHUBB®

Masterpiece®



# Thank you for choosing Masterpiece®

Since 1882 Chubb has been renowned in America for exceptional insurance cover and service.

We have grown into a world-leading specialist insurer of fine homes and cars, as well as privately owned art, antiques and jewellery. Masterpiece was launched in the UK in 1996.

Our trademark three-step approach is designed to eliminate the pitfalls of standard insurance. Each step helps to build to the certainty of superb cover and service:

- We are the only insurer to calculate the rebuild cost of every House we insure in the UK. Together with our contents appraisals, we can agree accurate sums insured, creating a transparency that speeds up claim payments;
- This understanding also allows us to provide remarkable worldwide property cover - with few restrictive conditions and no penalties for undervaluing your property or its contents
- Finally, both steps help settle things in advance ensuring the **fast, fair** and **fussfree** payment of claims. We aim to pay non-complex claims within two days, from first report to cleared funds in your account. For more complex claims we are renowned for our helpfulness and the speed of our decision-making and payment.

Please do read this policy, and I hope you'll appreciate the scope of our cover and why we say we create certainty.

We are always endeavoring to improve. So, should you find any aspect of our service less than satisfactory, do not hesitate to contact me personally.



**Jeremy Miles**  
*Chubb Private Client Manager for Europe*

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## Your Policy

This is Your Policy booklet which should be read alongside Your most recent Policy Schedule, any Amendment to Cover Notices and any Endorsements. Together these documents form the contract between You and Us and sets out the covers as well as any conditions You must comply with.

Please take the time to read and understand the documentation. If there is anything that You would like to clarify, in the first instance, please contact Your insurance broker.

Your Policy booklet details all the covers available when You purchase a personal insurance Policy from Us. Not all of the covers may be available to You. Your Policy Schedule sets out the covers provided to You and, where appropriate, the sums insured. If You would like to increase or add elements of cover to Your Policy, please contact Your insurance broker to discuss Your requirements.

Your Policy also sets out the circumstances when You should notify Us of changes. To ensure that You are covered, please ensure that You advise Us where required. If You are in any doubt about any change please contact Your insurance broker.

At renewal of Your Policy, You will be provided with an updated Policy Schedule. If there have been any changes to the cover provided under Your Policy, You will receive either an Amendment to Cover Notice or a replacement Policy booklet.

You are advised to keep Your Policy Schedule, Your Policy booklet, any Amendment to Cover Notices and any Endorsements in a safe place.

If You also have a Chubb motor insurance Policy, You will be provided with a separate Policy booklet that will need to be read together with Your most recent Policy Schedule, Certificate of Insurance, any Amendment to Cover Notices and any Endorsements.

**Thank You for choosing Chubb to protect Your personal property**

# Introduction and Policy definitions

This is Your Chubb Masterpiece Policy. Together with Your Policy Schedule, Amendment to Cover Notice and Endorsements, it explains Your covers and other conditions of Your Policy in detail. This Policy is a contract between You and Us.

**Please read Your Policy carefully and keep it in a safe place.**

## Agreement

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We agree to provide the insurance described in this Policy in return for Your premium and compliance with all the Policy conditions.

## Policy Definitions

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In this Policy, words have their plain English meaning. Words with special meanings are defined here or in the relevant section of the Policy where they are used, or have a separate meaning. Throughout the Policy, defined terms will be capitalised when used.

**Amendment to Cover Notice** means the most recent document of this name issued by Us to You.

**Business** means any full or part-time employment, trade, occupation, profession, or a farm operation which includes the raising or care of animals.

**Covered Person** means any person named on the Policy Schedule that isn't You, Your or a Family Member.

**Covered Relative** means the following relatives of the person named in Your Policy Schedule and a spouse or partner who lives with that person:

- children, their children or other descendants of theirs;
- parents, grandparents or other ancestors of theirs, including adoptive parents, step-parents and stepgrandparents; or
- siblings, their children or other descendants of theirs;

who do not live with You, including spouses or domestic partners of all the above.

**Deductible** means that amount We will subtract from any covered loss We pay.

**Endorsement** means a written modification to this Policy issued by Us to You.

**Family Member** means any member of Your household residing with You, including employees.

**Occurrence** means any loss or accident to which this insurance applies which first occurs within the Policy Period. Continuous or repeated exposure to substantially the same general conditions, unless excluded, is considered to be one occurrence.

**Physician** means a person who is licensed as a medical doctor or a doctor of osteopathy under the laws of the jurisdiction in which treatment is given to a patient and who is qualified to provide such medical treatment. A Physician does not include You or a Family Member.

**Policy** means Your entire Chubb Masterpiece Policy booklet, including the Policy Schedule, any Amendment to Cover Notice, any Endorsements, and any mortgagee's Policy Schedule.

**Policy Period** means the date cover begins and ends as shown on the Policy Schedule.

**Policy Schedule** means the most recent Policy Schedule We issued to You.

**We, Our** and **Us** means Chubb European Group Limited or any other member insurer of the Chubb Group with Chubb Limited as its ultimate holding company.

**You** and **Your** means the person named in the Policy Schedule and a spouse or partner who permanently resides with that person.

## Making a claim and Key contact details

### **Making a House Cover, Contents Cover, Valuable Articles Cover, Public Liability Cover and Family Protection Cover claim.**

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To make a claim under these sections of this Policy, please contact Your broker in the first instance, or call Our telephone numbers listed below. Our telephone services are manned 24 hours a day, 7 days a week. During office hours they are manned by Chubb claim staff and out of hours by Our selected specialist partners. Out of office hours, You can inform Us of a claim by speaking to the operator at Our selected specialist partner when a loss occurs at Your residence, or in relation to a loss under the Hired or borrowed motor car cover whilst in the United States or Canada. The operator will then ensure that the information is passed to Us. Where possible We will contact You on the next business day.

When an emergency occurs requiring a tradesman such as a plumber, electrician or glazier, simply telephone any of the numbers below quoting Your Masterpiece Policy number. You will be put through to an operator who is trained to help You deal with the emergency. Please note that You are responsible for the payment of any fees or costs resulting from the use of these services not covered by Your Policy.

#### **Calling from inside the UK:**

0800 018 0678

#### **Calling from outside the UK:**

+44 20 7031 3905

#### **Email:**

home-newclaims@chubb.com

#### **Our address:**

Chubb European Group Limited  
One America Square, 17 Crosswall, London, EC3N 2AD

### **Making an Annual Travel claim**

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Annual Travel Cover only applies to Your Policy if shown in Your Policy Schedule. Through Our selected specialist partners You have access to a 24 hour helpline. If You need pre-travel advice or a medical emergency occurs during an overseas Journey and You need special support, assistance, or advice, please contact the 24 hour helpline where highly experienced co-ordinators will manage Your call. Please ensure that You have details of Your Policy and any other relevant information to hand.

24 hour international medical emergency service:

#### **Calling from inside the UK:**

0800 018 0678

#### **Calling from outside the UK:**

+44 20 7031 3905

#### **Send Your Annual Travel claim to the Travel Claims Department:**

Masterpiece Travel Claims, Chubb European Group Limited  
One America Square, 17 Crosswall, London, EC3N 2AD



### **Receiving Your House Cover, Contents Cover, Valuable Articles Cover, Public Liability Cover, Family Protection Cover and Annual Travel Cover claim payment**

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You may elect to receive Your claim payment via electronic fund transfer rather than by cheque. This means Your claim payment will be sent directly from Our bank account to Your bank account. When discussing Your claim with Your broker or Us, please provide Your bank name, bank account number and sort code details for payment.

### **Making a House and Contents Legal Expenses and Home Emergency Cover query or claim**

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House and Contents Legal Expenses and Home Emergency Cover only applies to Your Policy if shown in Your Policy Schedule. This House and Contents Legal Expenses Cover and Home Emergency Cover is provided by ARAG: ARAG plc, 9 Whiteladies Road, Clifton, Bristol, England, BS8 1NN, a company registered in England and Wales with company number 2585818. It is underwritten by Brit Syndicate 2987 at Lloyd's.

Through Our partner, ARAG, You have access to a 24 hour helpline. You may contact ARAG directly to:

- report a potential claim under the House and Contents Legal Expenses or Home Emergency Cover section of Your Policy; or
- access their legal and tax advice service. Use of the legal and tax advice service does not in itself constitute reporting of a House and Contents Legal Expenses claim. You do not have to contact Chubb to make such a claim

ARAG legal and tax advice service: Through ARAG You also have access to the ARAG legal services 24 hour advice service in the event of a legal or tax problem. This is a confidential service which ARAG provides as part of Your House and Contents Legal Expenses Cover. The advice covers any personal legal or tax matter. Your query will be dealt with by a suitably qualified specialist experienced in handling a range of legal and tax related matters.

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances.

### **ARAG Identity Theft Advice and Resolution Service helpline 0333 000 2083**

This provides:

- an identity theft advice helpline between 8am and 8pm seven days a week. This gives advice about keeping Your identity secure and fraud prevention tips
- help with contacting the three credit reference agencies to review any incorrect information and
- amend or dispute any incorrect data if personal information is used without Your permission to commit fraud or other crimes
- reimbursement of communication costs You will have to pay to reinstate Your identity

If You have a House and Contents Legal Expenses or Home Emergency Cover query or claim, or for legal and tax advice: Call ARAG on **0800 018 0678**. Please send Your House and Contents Legal Expenses or Home Emergency Cover query or claim to: ARAG legal services, 9 Whiteladies Road, Clifton, Bristol BS8 1NN or email at [HNWclaims@arag.co.uk](mailto:HNWclaims@arag.co.uk).

**Making a House Cover, Contents Cover, Valuable Articles Cover, Public Liability Cover, Family Protection Cover and Annual Travel Cover complaint**

We aim to provide customers with the highest possible level of service at all times. If You are unhappy with the service provided for any reason or have cause for complaint, please, in the first instance, contact the person who arranged the Policy for You or contact Us at:

Chubb Private Clients Manager, Chubb European Group Limited  
One America Square, 17 Crosswall, London, EC3N 2AD

T 020 7956 5000

If You remain dissatisfied, You can ask the Financial Ombudsman Service to review Your case. You can contact the Financial Ombudsman Service at:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

T 0800 023 4567  
complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**Making a House and Contents Legal Expenses and Home Emergency Cover complaint**

If You have a House and Contents Legal Expenses or Home Emergency Cover complaint: Call ARAG on 0800 018 0678.

Please send Your House and Contents Legal Expenses or Home Emergency Cover complaint to: ARAG legal services, 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

Should You remain dissatisfied, You can pursue Your complaint further with Lloyd's at: Lloyd's, One Lime Street, London EC3M 7HA  
T 0207 327 5693  
complaints@lloyds.com  
[www.lloyds.com/complaints](http://www.lloyds.com/complaints)

You can ask the Financial Ombudsman Service to review Your case. You can contact the Financial Ombudsman Service at:  
Financial Ombudsman Service, Exchange Tower, London, E14 9SR  
T 0800 023 4567  
complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**About ARAG and Our specialist partners**

The out-of-office helpline, the 24 hour international medical emergency service and ARAG legal services have been arranged by Us for Your convenience. Please note that all telephone calls to ARAG and Our selected specialist partners are monitored and recorded as part of Our training and quality assurance programmes.

**Financial Services Compensation Scheme**

Chubb subscribes to the Financial Services Compensation Scheme. This provides compensation in case any of its members, in specified circumstances, are unable to meet any valid claims under their policies. Further information can be obtained from Chubb at the address above, or from the Financial Services Compensation Scheme at the following address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

**If You have a Direct Debit or Credit Card Payment query**

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If You wish to pay Your premium directly to Chubb European Group Limited using either the direct debit facility, or credit or debit card payment facility please contact Us on:

T 0800 111 511

Please also use the above telephone number for any existing direct payment queries.

**Registered office**

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Chubb European Group Limited,  
100 Leadenhall Street, London, EC3A 3BP

T +44 (0)20 7956 5000

Chubb European Group Limited registered number 1112892 registered in England & Wales with registered office at 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at <https://register.fca.org.uk>

## Policy conditions

This part of Your Policy details the terms and conditions which form part of Your Policy. Please note that these Policy conditions apply in addition to the conditions stated in each cover part of Your Policy. Failure to comply with the Policy conditions may invalidate Your claim.

These conditions apply to Your Policy in general and to each cover in it.

### **Change of risk**

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The terms of Your Policy and the premium are based upon the information You provide to Us. During the Policy Period, if any of the following events is about to occur, You must tell Us before they happen:

- any change of occupancy to any property listed on Your Policy Schedule (for example, letting out a property)
- any change of use to any property listed on Your Policy Schedule (for example, if used for business or for paying guests)
- any planned building works to any property on Your Policy Schedule expected to cost over £150,000
- if You plan for Your or a Family Member's Valuable Articles to be displayed or exhibited at a gallery, museum, art fair or exposition

Where one (or more) of the above events occur(s), or is about to occur, We will have the right to amend the terms of Your Policy and charge an additional premium, or cancel Your Policy in accordance with Our cancellation rights set out at page 16 of this Policy booklet.

During the Policy Period, if any of the following events occurs, You must notify Us immediately:

- any deterioration to the condition of property on Your Policy Schedule including evidence of subsidence, landslip or heave
- any change in the security arrangements in relation to any property listed on Your Policy Schedule
- any change to You or Your Family Members' occupations or professions
- if You are or any Family Member is charged with, or convicted of any offence (other than motoring convictions and/or spent convictions)
- if You are or any Family Member is made bankrupt and/or enter into an individual voluntary arrangement

Where one (or more) of the above events occur(s), We will have the right to amend the terms of Your Policy and charge an additional premium, or cancel Your Policy in accordance with Our cancellation rights set out at page 16 of this Policy booklet. If You are unsure about whether You need to tell Us something, please speak to Your broker, or tell Us.

### **Misrepresentation**

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You, each Family Member, each Covered Person and anyone acting on Your, any Family Member's or any Covered Person's behalf have a responsibility to take reasonable care not to make a misrepresentation to Us when applying for this Policy or when it is varied. For example, You and they must take reasonable care not to provide information which is false or inaccurate and not to withhold any information. It is important that all information provided over the telephone, in the application and in all other documents is full and accurate.

If You, a Family Member or any Covered Person, or anyone acting on Your, a Family Member's or a Covered Person's behalf:

- provide Us with information which You or they know is, or do not care whether or not it is, false or misleading; and
- know that the matter to which that information relates is, or do not care whether or not it is, relevant to Us, when applying for this Policy or when it is varied, then We can treat this Policy as if it never existed, We can decline all claims and We need not return any premium paid by You

If You, a Family Member or any Covered Person, or anyone acting on Your, a Family Member's or a Covered Person's behalf provides Us with false or misleading information which We rely upon in entering into this Policy and setting its terms and premium or when varying this Policy, We may:

- treat this Policy as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if We provided You with insurance cover which We would not otherwise have offered;
- amend the terms of Your Policy. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by Your, a Family Member's or a Covered Person's, or anyone acting on Your or their behalf's, carelessness;
- reduce the amount We pay on a claim to the proportion that the premium You have paid bears to the premium We would have charged You had We received full and accurate information;
- cancel Your Policy in accordance with Our cancellation rights set out at page 16 of this Policy booklet

### **Fraudulent claims**

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If You, a Family Member or any Covered Person, or anyone acting on Your, a Family Member's or a Covered Person's behalf:

- knowingly makes a dishonest, fraudulent or exaggerated claim under Your Policy;
- knowingly makes a false statement in support of a claim;
- knowingly provides a false or forged document in support of a claim; and/or
- makes a claim for any loss or damage caused by Your or their wilful act or caused with Your agreement, knowledge or collusion, then We may give You notice that Your Policy will be treated as terminated from the date of any such act, We will not pay any fraudulent claims, We will be entitled to recover from You the amount of any fraudulent claim already paid under Your Policy, legal action may be taken against You and We may inform the Police and any other law enforcement agencies about the claim.

### **Policy Period**

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The date cover begins and ends are shown in the Policy Schedule. Those dates begin and end at 00.01 Greenwich Mean Time.

All covers on this Policy apply only to Occurrences that take place during the Policy Period as specified in the Policy Schedule.

### **Policy enhancements**

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We may extend or broaden the cover provided by this Policy. If We do this during the Period or within 60 days before the Policy Period commences without increasing the premium, then the extended or broadened cover will apply to an Occurrence after the effective date of the extended or broadened cover.

### **Transfer of rights**

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If We make a payment under this Policy, We will assume any recovery rights You, a Family Member or a Covered Person has in connection with that loss, to the extent We have paid for the loss.

All of Your rights of recovery will become Our rights to the extent of any payment We make under this Policy. You, a Family Member or a Covered Person must do everything necessary to secure such rights, do nothing after a loss to prejudice such rights and give Us all the information and assistance necessary for Us to achieve a settlement.

### **Application of cover**

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Cover applies separately to You, a Family Member or any Covered Person. However, this provision does not increase the amount of cover for any one Occurrence.

### **Duplicate cover**

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If a loss is covered under more than one part of this Policy, We will pay You under the part giving You the most cover but not under more than one part. However, when both Valuable Articles Unspecified cover and Contents Cover are shown in the Policy Schedule, and a loss is covered under both parts, Your amount of cover will equal the combined total of both the Contents and Valuable Articles unspecified limits, subject to the Contents Special limits and Policy provisions. In no event will We make duplicate payments.

When Valuable Articles Specified cover is shown in the Policy Schedule, Your amount of cover is limited to the specified sum insured for that Valuable Article as shown in Your Policy Schedule.

### **Other insurance**

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If at the time of an Occurrence under this Policy there is any other insurance covering the same loss, damage, accident or liability or any part of such loss, damage, accident or liability, We will only pay Our proportion of the claim.

### **Assignment**

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You cannot transfer Your interest in this Policy to anyone else without Our written agreement.

### **Policy changes**

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This Policy can be changed by a written amendment issued by Us or by You with Our agreement.

### **Bankruptcy or insolvency**

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We will meet all Our obligations under this Policy regardless of whether You, Your estate, or anyone else or their estate becomes bankrupt or insolvent.

### **Building works**

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You or a Covered Person must provide Us with the full details of any building work exceeding £150,000 to take place at any of Your residences shown in Your Policy Schedule before the building works begin. Failure to notify Us may result in any loss or any resulting loss directly or indirectly caused by or relating to such building works not being covered under this Policy.

### **Maintenance**

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You must maintain Your property in a good state of repair and You must repair any partial loss or damage to Your property.

### **Loss payee**

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If a third party is named in this Policy as a “loss payee”, any loss payable will be paid to the loss payee and You, as interests appear. If more than one loss payee is named, the order of payment will be the same as the order of the loss payees as shown in the Policy Schedule. We cover the interests of the loss payee, unless the loss results from fraudulent acts or omissions on Your part.

If We deny Your claim, that denial will not apply to a valid claim of the loss payee, provided that the loss payee:

- notifies Us of any change in ownership or substantial change in risk of which the loss payee is aware;
- pays any premium due under this Policy on demand if You have neglected to pay the premium; and
- submits a signed, sworn statement of loss within 60 days after receiving notice from Us of Your failure to do so

All Policy conditions apply to the loss payee. If the Policy is cancelled or not renewed by Us, the loss payee will be notified at least 10 days before the date cancellation or non-renewal takes effect.

If We pay the loss payee for any loss and deny payment to You, then:

- We will be subrogated to all rights of the loss payee granted under the loan on the property; or
- at Our option, We may pay to the loss payee the whole principal on the loan plus any accrued interest. In this event, We will receive a full assignment and transfer from the loss payee and all securities held as collateral to the debt

Subrogation will not impair the right of the loss payee to recover the full amount of the loss payee's claim.

### **Mortgagees non-invalidatio**

The rights of the mortgagee under this Policy will not be prejudiced by any act of the mortgagor of Your property provided that the mortgagee gives notice in writing to Us immediately on becoming aware of such act and pays any reasonable additional premium.

### **Assistance**

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You, a Family Member, or a Covered Person must provide Us with all available information and cooperate with Us fully. This includes providing any papers in the case or other documents which may help Us in the event that We provide a defence.

### **Examination under oath**

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We have the right to examine under oath, as often as We may reasonably require, You, any Family Members and any Covered Persons. We may also ask You, a Family Member or a Covered Person to give Us a signed description of the circumstances surrounding a loss and Your or their interest in it, and to produce all records and documents We request and permit Us to make copies.

### **Your cancellation**

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To cancel You should initially contact Your insurance broker. You can also contact Us directly. You have a statutory right to cancel the Policy within 14 days' of receipt of the Policy documentation or 14 days from the effective date of the Policy, whichever is the later. We will refund any premium You have already paid, but may retain a proportion of such premium that relates to the time on risk and in addition an administration fee if You have made a claim. Any refund will be paid within 30 days of receipt of Your cancellation notice. If You decide not to continue with the Policy any time thereafter, You may cancel this Policy at any time by returning it to Us or notifying Us in writing of the future date which the cancellation is to take effect. Any return premium will be calculated on a pro-rata basis relating to the time on risk and will depend upon any claims made by You.

### **Our cancellation**

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We may cancel Your Policy for any valid reason by giving You 14 days' written notice by recorded delivery at Your last known address. Valid reasons include but are not limited to;

- Changes in the information on which the insurance was based
- Government Financial Sanctions
- Misrepresentation, or fraudulent claims

Any return premium will be calculated on a pro-rata basis relating to the time on risk and will depend upon any claims made by You.



### **Cancellation following non-payment of premium**

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If Your Policy premium is not paid when due, then Your Policy will be considered void and of no effect and We will not pay any claim.

If You pay Your Policy premium by monthly instalments and an instalment remains unpaid after 14 days, We may cancel Your Policy from the date the last instalment was due and We will not pay any claim made relating to an Occurrence during the period when the premium was unpaid. If the initial instalment premium has not been paid, Your Policy will be considered void and of no effect and We will not pay any claim under Your Policy.

### **Refund**

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In the event of cancellation by You or by Us, We will refund premium based on the effective date of cancellation or as soon as possible afterwards. Any return premium will be calculated on a pro-rata basis relating to the time on risk and will depend upon any claims made by You. However, We will not refund any premium in the event We have paid a claim for:

- a lost or totally destroyed Valuable Article;
- a loss for the maximum sum insured provided under any coverage part(s) of this Policy

### **Choice of law**

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You and We are free to choose the law applicable to this Policy. We propose to apply the laws of England and Wales and by taking out this Policy You have agreed to this.

### **Data protection notice**

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Chubb collects and processes personal information about You, such as Your name, Your address, Policy number and any other personal details You provide to Chubb (directly or through Your broker) in order to provide You with insurance and claims services. Chubb will treat this information in accordance with applicable data protection law.

For Policy administration purposes, We will use and store Your personal information on an electronic database, which may also be available to other member insurer of the Chubb Group with Chubb Limited as its ultimate holding company operating outside Europe. We have taken reasonable measures to protect Your personal information once it is transferred outside Europe in accordance with their normal data security policies. We may also disclose Your personal information to third parties, such as premium collection agencies, reinsurers, external lawyers and claims administrators, to facilitate the provision of insurance and claims services to You, or as allowed by law, or as requested or required by regulatory bodies.

## Property conditions

In addition to the Policy conditions, the following property conditions apply to Your House Cover, Contents Cover, Valuable Articles Cover and Family Protection Cover parts of Your Policy.

### **Duties after a loss**

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In case of a loss which this Policy may cover, You or a Family Member must do the following:

#### **Notification**

You or a Family Member must notify Us or Your broker of the loss or damage as soon as possible. In case of theft, accidental loss or a loss under Your Family Protection Cover part of this Policy, You or a Family Member must also notify the Police or other similar competent authority as soon as possible. Failure to notify Us, Your broker and the Police or other similar competent authority (if applicable) of the loss or damage promptly may reduce any claim settlement or result in any loss not being covered under Your Policy.

#### **Protect property**

You or a Family Member must take reasonable steps to protect property from further damage and make any emergency repairs that are necessary to protect the property. You or a Family Member must also keep an accurate record of expenses incurred. We may not pay for any non-emergency repairs unless prior authorisation has been obtained from Us. We will pay the reasonable costs incurred to protect the property from further damage at Our discretion. This will not increase the amount of cover that applies.

#### **Display property**

Failure to show Us the damaged property when We ask may result in any loss not being covered under Your Policy.

#### **Prepare an inventory**

You must prepare an inventory of damaged, lost or stolen personal property, describing the property in full. It should show in detail the amount insured under Your Policy and actual amount of the loss. You must attach invoices, receipts and other documents to support Your inventory.

**Proof of loss**

You or a Family Member must submit to Us, within 60 days after We request, a signed, sworn proof of loss which documents, to the best of Your or their knowledge and belief:

- the time, cause and full circumstances of loss;
- interest of the insured and all others in the property involved and all security interests in the property;
- other insurance which may cover the loss;
- changes in title or occupancy of the property during the Policy Period;
- specifications and repair or replacement estimates for any damaged property; and
- receipts and documentation for additional living expenses and loss of rent incurred

Failure to provide proof of loss within 60 days may reduce any claim settlement or result in any loss not being covered under Your Policy.

**Insurable interest**

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We will not pay for any loss or damage to property in which You or a Family Member does not have an insurable interest at the time of the loss meaning they do not suffer any financial or other loss as a result of the loss or damage to the property.

If more than one person has an insurable interest in covered property, We will not pay for an amount greater than the insurable interest attributable to You or a Family Member, up to the amount of cover that applies.

**Abandoning property**

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You or a Family Member cannot abandon any property to Us without Our prior agreement, or to a third party unless We agree.

**Carrier and bailees**

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We will not make any payments under this Policy to the benefit of any carrier or other persons holding damaged property on Your behalf.

# Policy exclusions

This part of Your Policy details exclusions which apply to each and every part of this Policy. Please note that these Policy exclusions apply in addition to the exclusions stated in each cover part of Your Policy.

The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from the circumstance described.

## **Intentional acts**

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We do not cover any loss or damages caused intentionally by You, a Family Member, a Covered Person or by a person directed by You, a Family Member or a Covered Person to cause a loss or damage. But We do provide cover for You, a Family Member or a Covered Person who is not responsible for causing such loss or damage.

## **Acts of war**

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We do not cover any loss or damages caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

## **Sanctions**

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No cover is provided and We shall not be liable to make any payment or provide any benefit under this Policy to the extent that this is prohibited, or would expose Us or Our parent company to any sanction, prohibition or restriction, under any trade or economic sanctions (including without limitation those imposed by the European Union, United Kingdom or United States of America).

## **Sonic bangs**

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We do not cover any loss or damages caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## **Nuclear, biological, chemical or radiation hazard**

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We do not cover any loss or damages caused directly or indirectly by nuclear reaction, radiation, or biological, chemical, or radioactive contamination, regardless of how it was caused. But We do insure ensuing covered loss due to fire resulting from a nuclear reaction unless another exclusion applies.

## **Mould**

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We do not provide coverage for the presence of Mould, however caused, or any loss or damages caused by Mould. But We do cover Mould resulting from fire or lightning unless another exclusion applies.

**Mould** means fungi, mould, mould spores, mycotoxins, and the scents and other by-products of any of these.

## House Cover

House Cover only applies to Your Policy if shown in Your Policy Schedule.

This part of Your Policy provides insurance against all risks of physical loss to Your House. In House Cover, a covered loss includes all risks of physical loss to Your House unless stated otherwise in Your Policy or an exclusion applies.

**House** means the main dwelling and attached buildings including service pipes, cables and underground tanks supplying the main dwelling and attached buildings, at each location named in Your Policy Schedule.

## How We Will Pay Your Claim

### Sum insured

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The sum insured for each House is shown in Your Policy Schedule. To help You and Us agree on the appropriate sum insured, We will conduct appraisals of Your House. The sum insured may be changed when appraisals are conducted and when the Policy is renewed to reflect current costs and values.

**Rebuilding cost** means the lesser of the amount required at the time of loss to repair, replace or rebuild Your House or Other permanent structure, at the same location, using the same design and with the same quality of materials and workmanship which existed before the loss. This includes Fees and associated costs, plus the cost of complying with building regulations, local authority or other statutory requirements made necessary by the loss. Rebuilding cost also includes the reasonable expenses You incur to remove debris of a covered loss. Rebuilding cost does not include payment for the excavation, replacement or stabilisation of land.

**Fees and associated costs** means architects', Surveyors', and legal fees necessarily incurred to repair, replace or rebuild.

We will not pay for any fees incurred in preparing or furthering any claim under this Policy.

### Inflation protection

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During the Policy Period, the sum insured will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, Your sum insured will include any increase in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or if this index is not available, an alternative index as We shall determine. Your sum insured will also continue to be adjusted daily to reflect the current effect of inflation during a covered loss.

### Deductibles

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A basic Deductible listed in the Policy Schedule applies to each and every covered loss but it does not apply to an individual covered loss of more than £10,000 under Your Policy. When appropriate, the Vacant House or Subsidence Deductible will apply instead of the basic Deductible; these Deductibles are not waived on any covered loss.

Where a covered loss relates to the House and Contents Cover sections of this Policy, in the same Occurrence, We will apply the greater of the Deductibles to the loss.

**Vacant House Deductible**

If the House has been substantially empty of furnishings and contents for more than 30 consecutive days at the time of a covered loss, and You did not notify Us it would be vacant, the Deductible will be increased to 5% of the sum insured (unless it is already greater).

**Subsidence Deductible**

A Deductible of £1,000 applies to each covered loss due to subsidence, heave or landslip, unless a higher Deductible already applies.

**Payment basis**

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Your Policy Schedule indicates the payment basis for Your House.

**Extended replacement cost**

If the payment basis is Extended replacement cost, We will pay the Rebuilding cost even if this amount is greater than the sum insured shown in Your Policy Schedule.

**Replacement cost**

If the payment basis is Replacement cost, We will pay the Rebuilding cost up to the sum insured for Your House or the sum insured for Other permanent structures as shown in Your Policy Schedule, whether or not You actually repair, replace or rebuild. Extended replacement cost and Replacement cost are provided on the condition that You maintain at least the sum insured for Your House and Other permanent structure(s) as previously agreed, including any adjustments by Us based on appraisals, re-evaluations and annual adjustments for inflation.

Extended replacement cost and Replacement cost are subject to the following:

### **Your duty**

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To ensure that You are properly covered, You must maintain an appropriate sum insured. Please notify Your broker of any additions, alterations or renovations to Your House or Other permanent structures. You must notify Your broker at the beginning of construction so that the sum insured for Your House or Other permanent structures as shown in Your Policy Schedule can be adjusted to reflect the proper Rebuilding cost. You may apply for Extended replacement cost payment basis when the construction is complete, by notifying Your broker.

If You do not repair, replace or rebuild Your House or Other permanent structure(s) at the same location, Your payment basis will be Replacement cost.

If You cannot repair, replace or rebuild Your House because Your primary mortgagee or its assignees has recalled Your mortgage, We will pay up to the sum insured shown in the Policy Schedule for Your House.

If You have a partial loss to Your House and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, We will only pay the Rebuilding cost, less depreciation.

### **Sale of the House**

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If You enter into a contract to sell Your interest in any House shown in Your Policy Schedule and, between exchange of contracts (or in Scotland, the offer to purchase) and completion of the sale, the House is damaged by any covered loss, the purchaser shall be entitled to the benefit of this insurance in respect of such loss when the sale is completed, provided the House is not otherwise insured by the purchaser or on their behalf.

## Covers

These covers are included in Your House Cover and are in addition to the sum insured for Your House unless stated otherwise in Your Policy or an exclusion applies. The Deductibles apply to covers unless stated otherwise.

### **Other permanent structures**

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We cover Other permanent structures on the grounds of Your House. For each Occurrence, We will pay up to 20% of the sum insured for Your House at the location at which the loss occurs or any higher amount You previously purchased for Other permanent structures at that location. Your total sum insured for this cover is listed in the Policy Schedule under Other permanent structures. The payment basis for the Other permanent structures cover is Replacement cost.

**Other permanent structures** means any permanent structures within the grounds of Your House not attached to Your House or any boundary walls attached to Your House.

We do not cover loss or damage to any fence, gate, bulkhead, bridge, sea wall, jetty, pier, wharf or dock caused by wind, storm or flood.

### **Memorial stones**

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We will pay up to £2,500 for loss or damage to a stone or plaque in the memorial of Your parent, spouse, partner or child, occurring in the United Kingdom.

### **Unlimited trace and access**

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If water, gas or oil escapes from Your household heating, cooking or water system, We cover the cost of removing and replacing any part of Your House or Other permanent structure necessary to repair Your household heating, cooking or water system.

We do not cover loss or damage to the household heating, cooking or water system itself.

### **Additional living expense**

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Under certain conditions (described below), when Your House cannot be lived in, because of a covered loss to Your House, We cover the loss of its use for additional living expenses which consists of: alternative accommodation, loss of rent and forced evacuation. There is no Deductible for this cover.

#### **Alternative accommodation**

If Your House cannot be lived in because of a covered loss to Your House, We cover the reasonable additional costs of comparable accommodation, including reasonable accommodation for Your domestic pets and horses, incurred during the period of time necessary to restore Your House to a habitable condition. We cover the additional costs for the reasonable amount of time it takes to repair or rebuild Your House, or for Your household to relocate.



### **Loss of rent**

If a part of Your House or Other permanent structure which is rented to others cannot be lived in because of a covered loss to Your House or Other permanent structure, We will pay the rent You would have received, including ground rent. We cover this loss of rent for the reasonable amount of time it takes to repair or rebuild that part of Your House or Other permanent structure which was rented to others, or for Your household to relocate.

### **Forced evacuation**

If a government or public authority prohibits You from living in Your House, We cover the reasonable additional costs of comparable accommodation, including reasonable accommodation for Your domestic pets and horses. The prohibition must be a direct result of a loss to a neighbouring premises that would be a covered loss under this Policy.

We also cover any loss of rent if Your House or Other permanent structure or any part thereof is usually rented but We do not cover any loss of rents due to termination of a lease or agreement. We cover these forced evacuation expenses for up to 30 days from the date of the evacuation, even if the Policy Period ends during that time.

### **Land**

---

If there is a covered loss to Your House or Other permanent structure and the related repair or rebuilding requires excavation, replacement, or stabilisation of land under or around Your House or Other permanent structure, We will also pay up to 10% of the amount of the covered loss to Your House or Other permanent structure for the excavation, replacement, or stabilisation of the land.

### **Trees, shrubs, plants and lawns**

---

We cover loss to trees, shrubs, plants, and lawns at Your House caused by fire, lightning, explosion, civil disturbance, malicious persons or vandals, theft, or a vehicle or aircraft. We will pay up to a total of 10% of the sum insured for Your House at the location at which the loss occurs. If Your payment basis is Extended replacement cost, the 10% is applied to the increased amount of cover.

We will not pay more than £2,500 for any one tree, shrub or plant.

### **Falling trees**

---

We cover loss or damage to Your House and Other permanent structures caused by falling trees, including the cost of tree removal.

We will also pay up to a total of £250 in a Policy Period for the removal cost of trees felled by a storm where no loss or damage has occurred to Your House or Other permanent structures at a residence listed on Your Policy Schedule.

### **Trespass cover**

---

We will cover up to £25,000 for loss or damage to the land and water features at Your House and the removal of litter or debris, caused by unlawful trespassing or fly-tipping on Your land and/or water features at Your House or Other permanent structures.

### **Unlimited lock replacement**

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If the keys to Your House or Other permanent structure are lost or stolen, We will pay the cost of replacing the locks of Your House or Other permanent structure and any associated locks. There is no Deductible for this cover.

### **Emergency repairs**

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After a covered loss, We cover the reasonable expenses You incur for necessary emergency repairs to protect Your House or Other permanent structures against further covered damage.

These payments do not increase the amount of cover for Your House or the Other permanent structures cover.

### **Construction materials**

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We will cover up to £150,000 for works, materials and supplies owned by You on the grounds of Your House or Other permanent structures for use in the construction, alteration or repair of Your House or Other permanent structures.

If the cost of the building work exceeds £150,000 You must notify Us before the building works begin. These payments apply only to a covered loss and they do not increase the amount of cover for Your House or the Other permanent structures cover.

### **Unlimited loss of oil or metered water**

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If oil or metered water escapes from Your household heating or water system at Your House, We cover the cost of loss of oil or metered water.

### **Damage by oil**

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We cover loss or damage to Your House caused by the escape of oil from any fixed domestic heating installation at Your House. We also cover the cost of clearing up contamination or pollution of land and/or water at Your House caused by any sudden, unforeseen and identifiable oil leakage from a domestic oil installation at Your House up to £50,000 in a Policy Period.

### **Water detection expense**

---

We will reimburse You for the reasonable expense You incurred, up to £500, to install a Water

leak detection and control system following a covered water damage loss to Your House or Your Other permanent structures within the Policy Period. This cover applies only if:

- the amount of the covered water damage loss is £10,000 or more prior to the application of the Deductible;
- the covered water damage loss is caused by a leak or break in a plumbing, heating or air conditioning system; and
- the installation of a Water leak detection and control system was the first time such a system was installed in Your House or Other permanent structures

There is no Deductible for this cover.

These payments do not increase the amount of cover for Your House or Other permanent structures

**Water leak detection and control system** means a system in Your House or Other permanent structures that monitors:

- areas containing plumbing devices, appliances and other outlets for a water leak and if detected, closes the main water supply pipe; or
- unusual water flow patterns or unexpected interior water overflow and if detected, closes the main water supply pipe

### **Environmental upgrade cover**

---

We will contribute up to £25,000 for the reasonable expenses incurred by You, in installing a solar, wind or geothermal, electrical power-generating system as part of the repair or replacement of the part of Your House which is the subject of a covered loss within the Policy Period.

This cover applies only if:

- the amount of the covered loss is £10,000 or more prior to the application of the Deductible; and
- the installation of a solar, wind or geothermal, electrical power-generating system was the first time such a system was installed at Your House

There is no Deductible for this cover.

This payment does not increase the amount of cover for Your House.

### **Utility expenses**

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If You have a covered loss to Your solar, wind or geothermal, electrical power-generating system or to Your Alternative water system on the grounds of Your House, We provide coverage for Utility expenses. The maximum amount We will pay for all Utility expenses is £10,000 in total for each Occurrence. Coverage for Utility expenses only applies if You begin to repair or replace the applicable damaged or lost solar, wind, geothermal, electrical power-generating system or Alternative water system within 30 days of the Occurrence. These payments do not increase the amount of cover for Your House or Other permanent structures.

**Utility expenses** means Power utility expenses, Power utility income and Alternative water expenses.

**Power utility expenses**

If a covered loss to Your solar, wind or geothermal, electrical power-generating system on the grounds of Your House makes it necessary for You to purchase all of Your electrical power from a power utility company, We cover the increase in these power utility expenses for the reasonable amount of time required to repair or replace Your solar, wind or geothermal, electrical power-generating system.

**Power utility income**

If a covered loss to Your solar, wind or geothermal, electrical power-generating system on the grounds of Your House causes a loss of Your Power utility income, We cover this loss of Your Power utility income for the reasonable amount of time required to repair or replace Your solar wind or geothermal, electrical power-generating system.

Our payment will be based upon the average of Your Power utility income over the 12 month period immediately prior to the covered loss.

**Power utility income** means income paid to You, or renewable energy certificates or other similar monetary credits issued to You by a power utility company for the excess electrical power produced by Your solar, wind or geothermal, electrical power-generating system.

**Alternative water expenses**

If a covered loss to Your Alternative water system makes it necessary for You to purchase replacement water for residential watering of the grounds of Your House, We cover the increase in these water expenses for the reasonable amount of time required to repair or replace Your Alternative water system. However We do not cover this increase if the covered loss is only to the Alternative water system's sprinkler heads.

**Alternative water system** means a plumbing system and its components, including cisterns and holding tanks, permanently installed on the grounds of Your House to supply or reuse non-potable, untreated or partially treated household waste water, ground water or rain water for residential watering of the grounds of Your House in accordance with Your local building regulations. An Alternative water system does not include a water well.

### **Disability cover**

---

We will pay up to £50,000 for essential alterations to Your House or Other permanent structure to allow You or a Family Member to live unassisted if You or a Family Member are permanently disabled as a result of either an illness or injury which first occurred during the Policy Period.

### **Fatal injury**

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If You or a Family Member suffer physical injury as a result of either fire or violent intruders at a covered location shown in Your Policy Schedule and those injuries prove fatal within 12 months of the incident first occurring, We will pay You or a Family Member so injured £50,000 (or less if limited by law).

### **Reward**

---

We will pay up to a maximum of £10,000 to any person or organisation for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss.

The following are not eligible to receive this reward payment: You, a Family Member, or the Police.

### **Emergency power cover**

---

If following a covered loss caused by storm or flood Your House is without power for a period in excess of 24 hours, We will reimburse You for the reasonable cost You incurred, up to £1,000, to purchase a Generator system.

**Generator system** means a generator that can supply backup electricity to maintain essential services for Your House or Other permanent structures when there is a loss of electrical power.

## Exclusions

In addition to the Policy exclusions, the following exclusions apply to this cover part of Your Policy. The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from the circumstance described.

### **Loss by animals**

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We do not cover any loss or damage caused by vermin, insects or rodents. Nor do We cover any loss or damage caused by domestic animals due to chewing, scratching, tearing or fouling. But We do cover ensuing covered loss or damage unless another exclusion applies.

### **Erosion**

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We do not cover any loss or damage caused by coastal or river erosion.

### **Frost**

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We do not cover any loss or damage caused by frost.

### **Carpets and curtains**

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We do not cover any loss or damage to carpets and curtains under House Cover, but We do cover carpets and curtains under Contents Cover. Your Policy Schedule will state if this cover applies.

### **Freezing water**

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We do not cover any loss or damage caused by water freezing in a plumbing, heating, or air conditioning system or household appliance if Your House or a habitable Other permanent structure is unoccupied for longer than 60 consecutive days, under renovation, or being constructed, unless You used reasonable care to maintain heat in Your House or Other permanent structure or shut off and drained the water from the system or appliance.

### **Contamination**

---

Unless stated otherwise, We do not cover any loss or damage caused by contamination, pollution, waste, smog, or industrial or agricultural smoke. Nor do We cover the cost to extract pollutants or contaminants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water. A pollutant is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, biological agents, or waste.

A contaminant is an impurity resulting from the mixture of or contact of a substance with a foreign substance. Waste includes materials to be disposed of, recycled, reconditioned, or reclaimed.

### **Subsidence, heave or landslip**

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We do not cover any loss or damage to any land, patio, terrace, swimming pool, tennis court, footpath, pavement, driveway, bridge, retaining wall, boundary wall, garden wall, sea wall, jetty, pier, wharf or dock, domestic fixed fuel tank, fence or gate caused by subsidence, heave or landslip, unless Your House also sustains a covered loss or damage by the same circumstance described and at the same time. We also do not cover any loss or damage to solid floor slabs or any loss or damage caused by the movement of solid floor slabs unless the foundations beneath the exterior walls of Your House are also damaged by the same circumstance described and at the same time.

### **Structural changes**

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We do not cover loss or damage caused by the demolition, structural alteration, or repair of Your House or Other permanent structures.

### **Structural movement**

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We do not cover any loss or damage caused by the movement of Your House or Other permanent structures, unless caused by subsidence, heave or landslip.

### **Gradual or sudden loss**

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We do not cover any loss or damage caused by wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, warping, action of light, exposure to climatic temperatures, insects or vermin. We also do not cover any loss or damage caused by inherent flaw, latent defect or mechanical breakdown. But We do insure ensuing covered loss unless another exclusion applies.

### **Faulty planning, construction, or maintenance**

---

We do not cover any loss or damage caused by the faulty acts, errors, or omissions of You, a Family Member, or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But We do insure ensuing covered loss unless another exclusion applies. Planning includes planning permission, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards. Construction includes materials, workmanship and parts or equipment used for construction or repair.

### **Cleaning and renovations**

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We do not cover any loss or damage caused by the process of cleaning, repairing, refinishing, dyeing, alteration, restoration, reframing, retouching or renovating.

## Contents Cover

Contents Cover only applies to Your Policy if shown in Your Policy Schedule. This part of Your Policy provides insurance against all risks of physical loss to Contents.

In Contents Cover, a covered loss includes all risks of physical loss to Your Contents anywhere in the world unless stated otherwise in Your Policy or an exclusion applies.

**Contents** means unspecified personal property owned by You or a Family Member, or for which You or a Family Member are legally responsible or personal property of Your guests, domestic employees or relatives whilst in any residence listed in Your Policy Schedule.

**Your Residence** means Your residence with Contents Cover listed in Your Policy Schedule.

## How We Will Pay Your Claim

### Sum insured

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The sum insured for Contents at each residence listed in Your Policy Schedule is shown in Your Policy Schedule. To reduce the possibility of being underinsured, You should periodically review Your sum insured for Contents and request an increase if You feel the sum insured is insufficient.

### Payment basis

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Your Policy Schedule indicates the payment basis for Contents.

### Extended replacement cost

If the Replacement cost exceeds the sum insured shown in Your Policy Schedule, We will pay up to 25% more than the sum insured if necessary, for the Replacement cost.

Extended replacement cost is provided on the condition that You maintain at least the sum insured for Your Contents as previously agreed, including any adjustments by Us based on appraisals, re-evaluations and annual adjustments for inflation.

**Replacement cost** means the full cost to replace the Contents without deduction for wear and tear or the amount required to repair the damage, whichever is less, up to the sum insured.

However, for Contents which are obsolete or unusable for the purpose for which they were originally intended because of their age or condition, the payment basis will be Actual cash value.

**Actual cash value** means the cost to replace the Contents less wear and tear or the amount required to repair the damage, whichever is less, up to the sum insured.

### Inflation protection

During the Policy Period, the sum insured will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, the sum insured will include any increase in the Consumer Durables section of the Retail Price Index prepared by the Office for National Statistics or if this index is not available, an alternative index as We shall determine.



For a covered loss to Contents, the amount of cover depends on where the loss occurs:

**At Your Residence**

If the covered loss takes place at Your Residence, We will pay up to the sum insured, for each Occurrence.

**Away from Your Residence**

If the covered loss takes place away from any residence You own or live at, We will choose the single listed location on which the payment is to be made for each Occurrence, based upon the most favourable combination of the following:

- amount of Contents cover
- payment basis

Regardless of the number of policies providing You with Contents coverage, payment will be made based only on this chosen location and will not be made under more than one Policy.

**At a residence not listed in this Policy**

If the covered loss takes place at a residence You or a Family Member own or live at which does not have Contents cover listed in Your Policy Schedule, or at a nursing or residential care home where Your parents or grandparents are resident, We will pay up to 10% of the highest amount of Contents cover in this Policy for each Occurrence. However, Contents in a newly-acquired principal residence are not subject to this limitation for the 60 days immediately after You begin to move Your Contents there.

In either case, We will choose the single listed location in Your Policy Schedule on which the payment is to be made, based upon the most favourable combination of the following:

- amount of Contents cover
- payment basis

Regardless of the number of policies providing You with Contents coverage, payment will be made based only on this chosen location and will not be made under more than one Policy.

**Pairs, sets, and units**

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For a covered loss to a pair or set, or to part of a larger unit, We will pay whichever of the following is least:

- the cost to repair the damaged property to its condition before the loss;
- the cost to replace it; or
- the cost to make up the difference between its market value before and after the loss

However, if You surrender the undamaged article(s) of the pair, set, or unit to Us and We agree to accept, We will pay You the full replacement cost of the entire pair, set, or unit.

## Deductibles

A basic Deductible listed in the Policy Schedule applies to each and every covered loss but it does not apply to an individual covered loss of more than £10,000 under Your Policy. When appropriate, the Vacant House or Subsidence Deductible will apply instead of the basic Deductible; these Deductibles are not waived on any covered loss.

Where a covered loss relates to the House and Contents Cover sections of this Policy, in the same Occurrence, We will apply the greater of the Deductibles to the loss.

### Vacant House Deductible

If the House has been substantially empty of furnishings and contents for more than 30 consecutive days at the time of a covered loss, and You did not notify Us it would be vacant, the Deductible will be increased to 5% of the sum insured (unless it is already greater).

### Subsidence Deductible

A Deductible of £1,000 applies to each covered loss due to subsidence, heave or landslip, unless a higher Deductible already applies.

### Special limits

For a covered loss to the following types of Contents, We will not pay more than the amounts shown. These Special limits do not increase the amount of coverage on Your Contents or on any item covered elsewhere in this Policy:

Item	Limit
Money, postal orders, cheques, banker's drafts, bank notes, bullion, gold, silver, or platinum	£5,000
Securities, accounts, deeds, evidences of debt, letters of credit, notes, manuscripts, passports, gift or top up cards, or tickets	£5,000
Watercraft, including their furnishings, equipment, and outboard motors	£5,000
Trailers and caravans	£5,000
Jewellery, including articles of personal adornment containing gemstones, silver, gold, platinum, or other precious metals or alloys. This also includes costume jewellery, watches or precious and semi-precious stones, whether set or unset	£5,000
Furs	£5,000
Items of precious metals including silverware, tableware, trays, trophies and similar household articles, other than jewellery, which are made of gold, gold plate, silver, silver plate, pewter, or platinum	£5,000
Collectible stamps, coins, medals or other items that are part of a collection. However, when this property is located in a bank vault or bank safe deposit box, Your full Contents cover will apply for a covered loss	£5,000
Guns	£5,000
Wine	£5,000

## Covers

These covers are included in Your Contents Cover and are in addition to the sum insured for Your Contents unless stated otherwise in Your Policy or an exclusion applies. The Deductibles apply to covers unless stated otherwise.

### Home business property

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We cover up to £25,000 for a covered loss to Home business property at Your Residence. However, additional cover for Home business property at Your Residence may be purchased separately. Any additional cover will be shown on Your Policy Schedule.

A limit of £2,500 per item applies to this cover.

**Home business property** means furnishings, supplies and equipment used to conduct Your business at Your Residence.

### Data recovery

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We cover loss to Personal or Business Data stored in a computer at Your Residence. We will pay up to £5,000 for the recovery, by an external professional person or body, of Personal or Business Data, as a result of a covered loss to a computer.

**Personal or Business Data** means Your personal or business facts or records. It does not include any hardware, software, or materials on which data is recorded, including magnetic tapes, disks, paper tapes and cards.

### Newly-acquired items

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We cover Your newly-acquired Contents for 25% of the highest amount of Contents Cover as listed on Your Policy Schedule but You must request cover for the newly-acquired Contents within 60 days after You acquire them and pay Us the additional premium from the date acquired.

We reserve the right not to insure the newly-acquired Contents after the 60th day.

### Endangered property

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Your Contents removed from Your Residence to protect them from a covered loss are covered at Our discretion up to the full sum insured listed at that location for up to 90 days.

These payments do not increase the sum insured for Your Contents.

### **Spoilage of food**

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We cover loss to food contained in a domestic deep freezer located at Your Residence and caused by a rise or fall in temperature but We do not cover such loss when caused by the deliberate act of any power supply authority or the withholding or restricting of power by such an authority.

### **Additional living expense**

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Under certain conditions (described below), when Your Residence cannot be lived in, because of a covered loss to Your Residence, We cover the loss of its use for additional living expenses which consists of: alternative accommodation, forced evacuation, and loss of rent. There is no Deductible for this cover.

#### **Alternative accommodation**

If Your Residence listed in Your Policy Schedule cannot be lived in because of a covered loss to Your Residence, We cover the reasonable additional costs of comparable accommodation incurred during the period of time necessary to restore Your Residence to a habitable condition. We cover the additional costs for the lesser of the following time periods:

- 3 years from the date of the loss; or
- the reasonable amount of time it takes to repair or rebuild Your Residence, or for Your household to relocate

#### **Forced evacuation**

If a government or public authority prohibits You from living in Your Residence, We cover the reasonable additional costs of comparable accommodation. The prohibition must be a direct result of a loss to a neighbouring premises that would be a covered loss under this Policy. We also cover any loss of rent if Your Residence or part of Your Residence is usually rented but We do not cover any loss of rents due to termination of a lease or agreement. We cover these forced evacuation expenses for up to 30 days from the date of the evacuation, even if the Policy Period ends during that time.

If You or a Family Member are not able to access Your Residence, We will also pay up to £5,000 in total for essential replacement Contents You or a Family Member have purchased as a result of a covered forced evacuation loss.

#### **Loss of rent**

If a part of Your Residence which is rented to others cannot be lived in because of a covered loss to Your Residence, We will pay the rent You would have received, including up to 3 years' ground rent. We cover this loss of rent for the lesser of the following time periods:

- 3 years from the date of the loss; or
- the reasonable amount of time it takes to repair or rebuild that part of Your Residence which was rented to others, or for Your household to relocate

### **Tenants' improvements**

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This cover only applies if You or a Family Member are a tenant or leaseholder. We cover the building additions, alterations, fixtures, improvements, and installations which You own or are responsible for at Your Residence. For a covered loss to these improvements, We will pay up to 10% of the sum insured for the Contents at this residence or any higher amount shown in Your Policy Schedule under Tenants' improvements.

### **Unlimited Tenants' trace and access**

If water, gas or oil escapes from Your household heating, cooking or water system, We cover the cost of removing and replacing any part of Your Tenants' improvements necessary to repair Your household heating, cooking or water system.

We do not cover loss to Your household heating, cooking or water system itself.

### **Trees, shrubs, plants and lawns**

We cover loss to Your or a Family Member's trees, shrubs, plants, and lawns at Your Residence caused by fire, lightning, explosion, civil disturbance, malicious persons or vandals, theft, or a vehicle or aircraft.

We will pay up to a total of 5% of the sum insured for Contents at the location at which the loss occurs.

We will not pay more than £1,000 for any one tree, shrub or plant.

### **Unit assessments**

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If You own Your Residence, We cover Your share of an assessment charged against all unit owners in Your tenants association. But the assessment must be as a result of loss to property owned collectively by all residents, or of liability that would be covered under this Policy. For any one loss, We will pay up to £50,000 for a unit assessment.

We will not pay more than £1,000 of an assessment which results from a Deductible in Your tenants association's insurance.

### **Unlimited loss of oil or metered water**

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If oil or metered water escapes from a household heating or water system at a residence listed in Your Policy Schedule, We cover the cost of loss of oil or metered water.

### **Damage by oil**

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We cover loss or damage to Your Contents caused by the escape of oil from any fixed domestic heating installation at Your House.

### **Unlimited lock replacement**

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If the keys to Your Residence are lost or stolen, We will pay the cost of replacing the locks of Your Residence and any of Your associated locks. There is no Deductible for this cover.

## **Marquees**

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We cover up to £30,000 for a covered loss to a Marquee whilst at Your Residence. This cover does not apply if the Marquee is insured elsewhere.

Marquee means a marquee and any associated heating, lighting and furnishings temporarily hired by You and for which You are legally responsible.

## **Event cancellation**

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We will indemnify You up to a total of £25,000 per Policy Period for irrecoverable costs and expenses You directly incur or are directly responsible for if Your Event is necessarily cancelled prior to the commencement of Your Event as a direct result of any sudden and accidental Occurrence beyond Your control.

A Deductible of £500 applies to this cover unless a higher Deductible is shown in Your Policy Schedule.

**Event** means a personal non-profit making party, celebration or other social gathering taking place indoors, outdoors or in a temporary structure(s) and arranged by You or Your representative tasked to arrange an Event. An Event does not mean a concert, theatre performance, sporting Event, holiday, vacation, trip, excursion, journey or any similar extended period of recreation. The Event must take place within the Policy Period and within the following territories: Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, the Republic of Ireland, Belgium, Denmark, France (including Monaco), Germany, Italy (including San Marino and the Vatican City), Luxembourg, the Netherlands, Portugal, Spain, Andorra, Austria, Finland, Norway, Sweden, and Switzerland (including Liechtenstein).

## **Fatal injury**

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If You or a Family Member suffer physical injury as a result of either fire or violent intruders at a covered location shown in Your Policy Schedule and those injuries prove fatal within 12 months of the incident first occurring, We will pay You or a Family Member so injured £50,000 (or less if limited by law).

## **Reward**

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We will pay up to a maximum of £10,000 to any person or organisation for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss.

The following are not eligible to receive this reward payment: You, a Family Member, or the Police.

### Students course and residential fees

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We will pay for any unrecoverable course fees, examination fees and/or residential fees for any Family Member which You have already paid or are legally liable to pay for tuition, examinations and/or rent for term time accommodation following enforced cancellation or early withdrawal of the Family Member from their course as a result of their death or becoming Incapacitated due to a sudden and unforeseen accident or long-term illness.

We will also pay for additional costs incurred if the Family Member has to undergo a further year of study if they were prevented from taking their examinations as a result of them becoming Incapacitated due to a sudden and unforeseen accident or long-term illness.

The maximum amount payable under this cover is £10,000.

**Incapacitated** means an inability to function as normal for a period exceeding 30 days as diagnosed by a Physician, psychologist or other authorised mental health professional.

### Cyber bullying

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We will pay for Cyber bullying expenses You or a Family Member incurs solely and directly as a result of a Cyber bullying Occurrence. Cyber bullying Occurrence means more than 3 acts by the same individual or group of individuals that harass, threaten or intimidate You or a Family Member, provided that individual or group of individuals doesn't include You or a Family Members Co-Workers or Employer(s).

These acts include threats of violence, libel, slander, defamation of character, or violation of privacy that harms You or Your Family Member and was sent via computer, mobile device, telephone, or any other electronic device that leads to:

- wrongful termination
- wrongful arrest
- wrongful discipline by a secondary school or higher education
- significant duress leading to the inability to attend secondary school, higher education or work for more than a week, as diagnosed by a Physician, psychologist or other authorised mental health professional

Coverage for a Cyber bullying Occurrence does not apply if You or Your Family Members are awarded any punitive damages for bodily injury, personal injury, libel or slander. Coverage would also not apply for any injury arising out of business pursuits, volunteer activities, or promotion and or supply of information where You or a Family Member are deemed an authority.

Professional services for Cyber bullying. We will pay the following related reasonable costs You or a Family Member incurs, up to a maximum of £25,000 for all occurrences in a Policy Period, when incurred within 12 months after a Cyber bullying occurrence for:

- a professional public relations consultant;
- a professional digital forensic analyst to aid in prosecution;
- a professional cyber security consultant;
- a online reputation management service

Lost salary. For Cyber bullying, We will pay for salary lost during due to wrongful termination the first 60 days after the Cyber bullying Occurrence, up to £25,000 for each person up to a maximum of £50,000, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay, or other similar salary replacement plans.

Temporary relocation expenses. We will pay for the incurred related temporary relocation expenses for You or a Family Member up to a maximum of £25,000, when incurred within 60 days after a Cyber bullying Occurrence.

The most We will pay in any Policy Period is £50,000.

### **Motorised land vehicles**

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We cover loss or damage in respect of a covered loss to motorcycles with an engine capacity less than 51cc used within the grounds of a residence listed in Your Policy Schedule and not registered for road use, quad bikes, golf carts, garden machinery used solely for domestic purposes, and vehicles used to assist the disabled which are not required to be registered for road use.

We will pay up to £10,000 in total in respect of a covered loss to Motorised land vehicles as described above.



## Exclusions

In addition to the Policy exclusions, the following exclusions apply to this cover part of Your Policy. The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from the circumstance described.

### **Aircraft**

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We do not cover any loss or damage to manned or unmanned aircraft, including drones, or their parts.

### **Loss to animals**

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We do not cover any loss or damage to animals, birds or fish.

### **Loss by animals**

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We do not cover any loss or damage caused by vermin, insects or rodents. Nor do We cover any loss or damage caused by domestic animals due to chewing, scratching, tearing or fouling. But We do cover ensuing covered loss unless another exclusion applies.

### **Computer error**

---

We do not cover any loss or damage caused by an error in computer programming or instructions to the computer.

### **Confiscation**

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We do not cover any loss or damage caused by the confiscation, destruction, or seizure of property by any government or public authority.

### **Misappropriation**

---

We do not cover any loss or damage to Contents caused by the taking or other misappropriation of Contents from You or a Family Member by Your spouse or by another Family Member. But We do cover loss to Contents by a domestic employee.

### **Lottery tickets and winnings**

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We do not cover any loss or damage to lottery tickets and lottery winnings.

### **Tenants' property**

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We do not cover any loss or damage to property of Your tenants.

## **Fees**

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We do not cover any fees incurred in preparing or furthering any Contents claim.

## **Motorised land vehicles**

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Unless stated otherwise in Your Policy We do not cover any loss or damage to any motorised land vehicle.

## **Cleaning and renovations**

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We do not cover any loss or damage caused by the process of cleaning, repairing, refinishing, dyeing, alteration, restoration, reframing, retouching or renovating.

## **Theft of certain electronic equipment from a motorised land vehicle**

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We do not cover any theft, attempted theft, or damage of:

- sound reproducing, receiving or transmitting equipment;
- equipment to view visual recordings;
- game consoles and their accessories;
- equipment for transmitting or reproducing print or still pictures;
- data processing equipment;
- global positioning and navigational systems;
- scanning monitors, radar and laser detectors;

or any other similar equipment, including their accessories and antennas from a motorised land vehicle if the equipment is permanently installed in the motorised land vehicle or removable from a housing unit which is permanently installed in the motorised land vehicle.

## **Motor parts and accessories**

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We do not cover any loss or damage to motor vehicle parts or accessories.

## **Watercraft**

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We do not cover any loss or damage caused by the sinking, swamping, stranding, or collision of a watercraft or its trailer, equipment, or outboard motor. But We do cover collision of a watercraft, its trailer, equipment and outboard motor, with a land vehicle unless another exclusion applies.

## **Business property**

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We do not cover any loss or damage to business property other than provided under the cover for Home business property.

We do not cover any loss or damage to business money, postal orders, cheques, banker's drafts, bank notes, bullion, gold, silver, or platinum.

### **Contamination**

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Unless stated otherwise, We do not cover any loss or damage caused by contamination, pollution, waste, smog, or industrial or agricultural smoke. Nor do We cover the cost to extract pollutants or contaminants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

A pollutant is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, biological agents or waste.

A contaminant is an impurity resulting from the mixture of or contact of a substance with a foreign substance. Waste includes materials to be disposed of, recycled, reconditioned, or reclaimed.

### **Gradual or sudden loss**

---

We do not cover any loss or damage caused by wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, warping, action of light, exposure to climatic temperatures, insects or vermin. We also do not cover any loss or damage caused by inherent flaw, latent defect or mechanical breakdown. But We do insure ensuing covered loss unless another exclusion applies.

### **Faulty planning, construction, or maintenance**

---

We do not cover any loss or damage caused by the faulty acts, errors, or omissions of You, a Family Member, or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But We do insure ensuing covered loss unless another exclusion applies.

Planning includes planning permission, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards.

Construction includes materials, workmanship and parts or equipment used for construction or repair.

### **Event cancellation**

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We do not cover any irrecoverable costs and expenses if the Event cancellation is caused by:

- circumstances which existed prior to the production of the Event and which threatened to result in an Event cancellation loss, if You knew or should have known of such circumstances and failed to make them known to Us in writing prior to the Event;
- failure to make all material arrangements for the production of the Event or to procure any licence or permit which may be required to hold the Event;
- any pre-existing medical condition;
- taking drugs (other than those prescribed by a medical practitioner but not to treat any addiction), alcohol abuse, suicide or self infliction of injuries of any person;

- non-appearance of any person other than caused by death, injury or illness (confirmed in writing by a medical practitioner) of any person scheduled to appear at the Event who is not a member of the armed forces, police, coastguard, fire brigade, medical or ambulance services and is over 6 years of age and under 66 years of age;
- participation in any professional sports or hazardous activities such as scuba diving, white-water rafting, hang-gliding, paragliding, parasailing, parachuting, sky-diving, parascending, ballooning, mountaineering, rock climbing, pot-holing, caving, racing of any kind, bungee jumping, and any similar activities;
- bankruptcy, insolvency, receivership, liquidation or other financial restructuring or difficulties of the Event venue or any supplier to the Event;
- any lack of finance;
- any breach of contract;
- any lack of audience or public support or loss of public image;
- any dishonest, fraudulent, criminal or malicious act committed by You or a relative of Your family or by any of Your employees, agents or representatives;
- any work by builders or contractors at the Event venue or its facilities whether partially or totally unusable;
- any industrial action, labour disputes or unemployment;
- national mourning;
- the Event being held in violation of any law or statute;

- any travel advisory notice or warning issued by a national or international body or agency;
- any communicable disease, including any fear or threat thereof (whether actual or perceived), which leads to the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
- asbestos;
- adverse weather conditions in respect of any Event(s) outdoors or in a temporary structure(s). However, We do cover Event cancellation for an Event in a temporary structure(s) during the months of June, July or August if the adverse weather conditions are life threatening lightning, flooding or storm causing physical damage to the Event's temporary structure(s) or weather causing withdrawal of permits for the Event by Local authorities. You must provide a weather report from the local weather station to substantiate Your claim; or
- an act of terrorism regardless of any other cause or Event contributing concurrently or in any other sequence to the damage. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with an 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. We also exclude irrecoverable costs and expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

## Valuable Articles Cover

Valuable Articles Cover only applies to Your Policy if shown in Your Policy Schedule.

This part of Your Policy provides insurance against all risks of physical loss to Valuable Articles. In Valuable Articles Cover, a covered loss includes all risks of physical loss to Your Valuable Articles anywhere in the world unless stated otherwise in Your Policy or an exclusion applies.

**Valuable Articles** means personal property owned by You or a Family Member, or for which You or a Family Member are legally responsible.

## How We Will Pay Your Claim

### Sum insured

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The sum insured for each category of Valuable Articles, and for each specified article, is shown in Your Policy Schedule.

To reduce the possibility of being underinsured, You should periodically review Your sums insured for Valuable Articles and request an increase if You feel the sums insured are insufficient.

### Specified cover

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For a covered loss to an article listed in Your Schedule of specified articles, We will pay as follows:

#### Total loss

If the specified article is lost or totally destroyed, We will pay the sum insured for that article.

#### Total loss Extended replacement cost cover for Fine arts

If, after a covered loss, the sum insured for a specified article of Fine arts is:

- less than the market value; and
- the sum insured can be proven by a professional valuation dated within the three (3) year period immediately prior to the covered loss,

We will pay the market value immediately before the loss, up to 200% of the sum insured for that specified article of Fine arts or the sum insured plus an additional £2,000,000, whichever is the lesser amount.

#### Total loss Extended replacement cost cover for all other categories of Valuable Articles

If, after a covered loss, the sum insured for a specified article is:

- less than the market value; and
- the sum insured can be proven by a professional valuation dated within the two (2) year period immediately prior to the covered loss,

We will pay the market value immediately before the loss for that specified article, up to the sum insured as shown in Your Policy Schedule for that category of Valuable Articles coverage.

When We pay for a total loss, the salvage becomes Our property.

### **Partial loss, restoration cover**

If the specified article is partially lost or damaged, We will pay the cost to restore the specified article without deduction for wear and tear to its condition immediately before the loss up to the sum insured for that specified article.

### **Partial loss, when a specified article cannot be restored**

If the specified article cannot be fully restored to its condition and market value immediately before the loss, We will pay the restoration costs, if restoration is attempted, plus any Loss of market value up to the sum insured for that specified article. However, if that specified article was professionally valued within the three (3) year period immediately prior to the covered loss, the maximum amount We will pay for Fine arts is the market value immediately before the loss, up to 200% of the sum insured for that specified article of Fine arts or the sum insured plus an additional amount of £2,000,000, whichever is the lesser amount.

The maximum amount We will pay for a specified article of all other categories of Valuable Articles, if that specified article was professionally valued within the two (2) year period immediately prior to the covered loss, is the market value immediately before the loss for that specified article, up to the sum insured as shown in Your Policy Schedule for that category of Valuable Articles coverage.

Loss of market value is determined as follows:

- If the sum insured for the specified article is less than the market value immediately before the loss, We will apply the Percentage change to the market value immediately before the loss
- If the sum insured for the specified article is greater than the market value immediately before the loss, We will apply the Percentage change to the sum insured for that specified article

**Percentage change** means the change in market value resulting from the covered loss, after restoration if any, expressed as a percentage.

### **In-vault Jewellery**

Specified Jewellery described in Your Policy Schedule as in-vault must be kept in a bank vault.

There is no cover for in-vault Jewellery whilst not held in a bank vault unless We agree in advance to cover those articles.

### **In-safe Jewellery**

Specified Jewellery described in Your Policy Schedule as in-safe must be kept in a safe.

There is no cover for in-safe Jewellery whilst not held in a safe unless We agree in advance to cover those articles.

### **Unspecified cover**

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For a covered loss to an unspecified article listed in Your Policy Schedule, We will pay the amount required to repair, replace or restore the property, whichever is less, without deduction for wear and tear. If the restored value is less than the market value immediately prior to the loss, We will pay the difference. But We will not pay more than the amount of unspecified cover for that category of Valuable Articles listed in Your Policy Schedule and We will not pay more than the unspecified limit per article for loss to any one article.

The unspecified limit per article is £50,000 for Fine arts and £25,000 for all other categories of Valuable Articles.

### **Categories of Valuable Articles**

**Jewellery** means articles of personal adornment containing gemstones, silver, gold, platinum, or other precious metals or alloys. This also includes costume jewellery, watches or precious and semi-precious stones, whether set or unset.

**Fine arts** means private collections of paintings, etchings, pictures, tapestries, art glass windows, or other bona fide works of art (for example, statues, antiques, rare books and manuscripts, porcelains, rare glass, objects d'art, etc.), articles of historical value or artistic merit and any collection or 'collectible' not specifically identified below. However, Valuable Articles Cover does not apply to any property in the custody of dealers, auction rooms, museums, or art galleries when insured in the name of such institutions.

**Furs** means garments made of, trimmed in, or consisting principally of fur.

**Stamps and coins** means stamps or coins contained in a private and personal stamp or coin collection not owned by dealers or auctioneers. This includes other philatelic property, including books, pages and mountings and other numismatic property including coin albums, containers, frames, cards and display cabinets used with Your collection.

**Guns** means guns actively in use. Guns that are part of a collection and not in active use may qualify for Our collectibles category.

**Collectibles** means private collections of rare, unique or novel articles of personal interest (for example, dolls, guns, model trains) including memorabilia.

**Wine** means a collection of alcoholic beverages produced by the fermentation of grapes at a commercial winery, including wine containers and their contents, storage units, climate control systems, wine cellar furnishings and accessories, all associated with the wine.



**Precious metals** means silverware, tableware, trays, trophies and similar household articles, other than jewellery, which are made of gold, gold plate, silver, silver plate, pewter, or platinum.

**Cameras** means cameras, visual recording equipment, projection machines, projection and camera films, and related equipment.

**Musical instruments** means musical instruments and equipment.

### **Pairs, sets and units**

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#### **Jewellery and Fine arts only**

For a covered loss to a pair or set, or to part of a larger unit: if You surrender the undamaged article(s) of the pair, set or unit to Us, We will pay You the full replacement cost of the entire pair, set, or unit, subject to the applicable amount of cover for a total loss of that pair, set, or unit as previously described in specified cover. If the remaining pieces or parts are not surrendered, it is considered a partial loss as previously described in specified cover.

#### **All other Valuable Articles**

For a covered loss to a pair or set, or to part of a larger unit, We will pay whichever of the following is least:

- the cost to repair the damaged property to its condition before the loss;
- the cost to replace it;
- the cost to make up the difference between its market value before and after the loss; or
- the amount of cover for that pair, set or unit

However, if You surrender the undamaged article(s) of the pair, set or unit to Us and We agree to accept, We will pay You the full replacement cost of the entire pair, set or unit.

## Covers

These covers are included in Your Valuable Articles Cover and are in addition to the sum insured for Your Valuable Articles unless stated otherwise in Your Policy or an exclusion applies.

### **Newly-acquired Valuable Articles**

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We automatically cover newly-acquired provided You already have specified Valuable Articles Valuable Articles shown in Your Policy Schedule in that category. The basis and amount of cover for these articles is described below:

#### **Fine arts**

We cover Your newly-acquired Fine arts for 25% of Your total specified sum insured for Fine arts up to £1,000,000. But You must request cover for the newly-acquired Fine arts within 60 days after You acquire them and pay Us the additional premium from the date acquired.

We reserve the right not to insure the newly-acquired articles after the 60th day.

#### **All other categories**

We cover Your newly-acquired articles (except Fine arts) for 25% of Your total specified sum insured in the same category, up to £250,000 for each category. But You must request cover for the newly-acquired articles within 60 days after You acquire them and pay Us the additional premium from the date acquired.

We reserve the right not to insure the newly-acquired articles after the 60th day.

### **Defective title legal cost**

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We will pay the reasonable legal costs You incur due to claims made against You for defective title or lack of title of a specified article of Fine arts under this Policy, of which You were not aware, with prior notice to Us before incurring any fees or expenses. The most We will pay for all claims for Defective title legal costs during the Policy Period regardless of the number of claims or the number of articles is £50,000.

Defective title legal cost cover only applies to claims made against You and reported to Us during the Policy Period.

### **Defective title**

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If it is proven that You are not the rightful owner of a specified article of Fine arts under this Policy following a successful claim against You for defective title or lack of title, We will pay for Your loss of that article. The most We will pay for all claims for Defective title during the Policy Period regardless of the number of claims or the number of articles is £50,000.

Defective title cover only applies to specified Fine arts shown in Your Policy Schedule purchased by You during the period We have insured Your Fine arts.

### **Works in progress**

---

We cover uncompleted works of Fine arts or items of Jewellery by an artist commissioned by You that are damaged or destroyed by a covered peril under this Policy prior to completion or which cannot be completed by the artist due to the artist's death. We will pay for the costs You incurred for the materials or supplies for the artist and the contracted costs for labour up to £50,000 but no more than the amount of non-recoverable deposits or the full commission price if prepaid. This is the most We will pay regardless of the number of policies providing You with coverage for Fine arts or Jewellery.

### **Temporary cover for Fine arts and Jewellery**

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We cover items of Fine arts and Jewellery that are loaned to You, or borrowed by You, up to seven days from the commencement of the loan or borrowing period, up to a maximum of 25% of Your total specified sum insured in the same category of Valuable Articles, or £250,000 for Fine arts and £50,000 for Jewellery, whichever is the lesser amount.

### **Valuable Articles on loan**

---

We cover Valuable Articles that are loaned by You from the commencement of the loan period up to a maximum of 25% of Your total specified sum insured in the same category of Valuable Articles, or £250,000, whichever is the lesser amount.

### **Reward**

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We will pay up to a maximum of £10,000 to any person or organisation for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss.

The following are not eligible to receive this reward payment: You, a Family Member, or the Police.

## Exclusions

In addition to the Policy exclusions, the following exclusions apply to this cover part of Your Policy.

The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from the circumstance described.

### **Musical and photographic articles used for profit**

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We do not cover any loss or damage to musical instruments, cameras, or related equipment used for profit, Your business or any professional activity.

### **Computer error**

---

We do not cover any loss or damage caused by an error in computer programming or instructions to the computer.

### **Loss by animals**

---

We do not cover any loss or damage caused by vermin, insects or rodents. Nor do We cover any loss or damage caused by domestic animals due to chewing, scratching, tearing or fouling. But We do cover ensuing covered loss unless another exclusion applies.

### **Misappropriation**

---

We do not cover any loss or damage to Valuable Articles caused by the taking or other misappropriation of Valuable Articles from You or a Family Member by Your spouse or by another Family Member. But We do cover loss to Valuable Articles by a domestic employee.

### **Fees**

---

We do not cover any fees incurred in preparing or furthering any Valuable Articles claim.

### **Cleaning and renovations**

---

We do not cover any loss or damage caused by the process of cleaning, repairing, refinishing, dyeing, alteration, restoration, reframing, retouching or renovating.

### **Additional exclusions for stamps and coins**

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We do not cover any loss or damage to stamps or coins caused by:

- fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, or temperature extremes; or
- handling or being worked on

We also do not cover the disappearance of an individual stamp, coin, or other article that is insured as part of a collection unless it is mounted in a volume and the page is also lost.

#### **Additional exclusions for collectibles**

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We do not cover any loss or damage to collectibles caused by:

- fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, or temperature extremes; or
- use other than as a collectible

#### **Additional exclusions for Defective title and Defective title legal cost**

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Defective title and Defective title legal cost coverages do not apply to:

- defective title or lack of title that was known to You prior to taking possession of the article or could have been discovered by You by making reasonable and proper enquiries regarding the article's provenance before receiving it;
- an article that has been sold;
- any debt incurred by You from a pledge or security interest in the article; or
- arising from Your bankruptcy, insolvency, receivership, liquidation or other financial restructuring or difficulties

#### **Gradual or sudden loss**

---

We do not cover any loss or damage caused by wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, warping, action of light, exposure to climatic temperatures, insects or vermin. We also do not cover any loss or damage caused by inherent flaw, latent defect or mechanical breakdown. But We do insure ensuing covered loss unless another exclusion applies.

#### **Faulty planning, construction, or maintenance**

---

We do not cover any loss or damage caused by the faulty acts, errors, or omissions of You, a Family Member, or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But We do insure ensuing covered loss unless another exclusion applies.

Planning includes planning permission, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards.

Construction includes materials, workmanship and parts or equipment used for construction or repair.

## Public Liability Cover

Public Liability Cover only applies to Your Policy if shown in Your Policy Schedule.

This part of Your Policy provides insurance in respect of personal liability for which You or a Family Member may be held legally responsible anywhere in the world. We cover damages a Covered Person is legally responsible to pay for Personal injury or Property Damage which take place anytime during the Policy Period and are caused by an Occurrence, unless stated otherwise in Your Policy or an exclusion applies.

### Definitions

The following words used in this cover part have the special meaning defined here. Throughout this cover part of the Policy, defined terms will be capitalised when used.

**Covered Person** means:

- You or a Family Member;
- any other person or organisation with respect to liability because of acts or omissions of You or a Family Member; or
- any combination of the above

**Personal injury** means the following injuries and death resulting from such injuries:

- Bodily injury;
- shock, mental anguish, or mental injury;
- false arrest or wrongful detention;
- wrongful entry or eviction;
- malicious prosecution or humiliation; and
- libel, slander, defamation of character, or invasion of privacy

**Bodily injury** means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.

**Property Damage** means physical injury to or destruction of tangible property, including the loss of its use.

### How We Will Pay Your Claim

#### **Limit of liability**

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Unless stated otherwise in Your Policy the sum insured for liability is shown in Your Policy Schedule. We will pay on Your behalf up to that amount for covered damages from any one Occurrence, regardless of how many claims, homes, or people are involved in the Occurrence. Any costs We pay for legal expenses (see Defence Cover) are in addition to the sum insured.

#### **Defence Cover**

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We will pay legal defence costs and legal expenses incurred by a Covered Person with Our prior written consent. In jurisdictions where We may be prevented by local law from carrying out these legal defence covers, We will pay only those legal defence expenses that We agree in writing to pay and that are incurred by You.

## Covers

These covers are included in Your Public Liability Cover and are in addition to the sum insured for Your Public Liability Cover unless stated otherwise in Your Policy or an exclusion applies.

### **Defective Premises Act liability**

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We cover damages You are legally liable to pay in connection with any House formerly owned or occupied by You and incurred by reason of any duty of care owed with respect to work done on the premises before it was disposed of by You, provided that at the time of the incident giving rise to liability You had disposed of all legal title to and interest in that home, and no other insurance covers the liability.

If this Policy is terminated on sale of the home You will be insured for a period of seven years after the date of termination but the insurance will cover only liability incurred in connection with the home and will not apply if the liability is covered under a more recently effected or current insurance Policy.

### **Credit cards, forgery, and counterfeiting**

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We cover You or a Family Member's legal obligation, up to a total of £50,000 for:

- loss or theft of a charge, cash or banker's card issued in the name of You or a Family Member, provided that the terms for using the card are complied with;
- loss caused by alteration or forgery of any cheque or negotiable instrument; or
- loss caused by accepting in good faith any counterfeit paper currency

We will defend a claim or action against You or a Family Member for loss or theft of a charge, cash, or banker's card. At Our option, We may defend a claim or suit against You or a Family Member for forgery or counterfeiting.

We may investigate, negotiate, and settle any such claim or suit at Our discretion.

Our obligation to defend ends when Our payment for the loss equals £50,000.

If You have a loss under the credit cards, forgery, and counterfeiting cover in this Policy, You must:

- notify Us or Your broker of Your loss;
- in case of theft You must notify the Police or similar competent authority;
- notify the credit card service company or the issuing bank;
- include evidence or an affidavit supporting Your claim, including the amount of and cause of the loss, in any statement You prepare at Our request;
- submit to an examination under oath, as often as We may reasonably require You or any Family Member to do so;
- upon request submit a signed description of the circumstances surrounding a loss and Your interest in it; and
- produce all records and documents We request and permit Us to make copies

## **Kidnap Expenses**

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We will pay for a Covered Person's Kidnap Expenses, up to a maximum of £25,000, for each Kidnap and Ransom Occurrence. We will also pay up to £10,000 to any person or organisation for information leading to the arrest and conviction of any person(s) who kidnaps You, a Family Member or a Covered Relative.

**Kidnap and Ransom Occurrence** means the actual or alleged wrongful taking of:

- You or a Family Member; or
- a Covered Relative while visiting or legally travelling with You or a Family Member; that includes a demand for ransom payment which would be paid by You or a Family Member in exchange for the release of that kidnapped person

**Kidnap Expenses** means the reasonable costs for:

- a professional negotiator;
- a professional security consultant;
- a professional security guard service;
- a professional public relations consultant;
- travel, meals, lodging and phone expenses incurred by You or a Family Member;
- advertising, communications and recording equipment;
- related medical, cosmetic, psychiatric and dental expenses incurred by the kidnapped person within 12 months from that person's release;
- attorneys' expenses;
- a professional forensic analyst;
- earnings lost by You or a Family Member, up to £150 a day, to a maximum of £5,000

Kidnap Expenses does not include expenses incurred due to any Kidnap and Ransom Occurrence caused by You, a Family Member or a Covered Relative, whether acting alone or in collusion with others.

## **Business pursuits**

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We cover damages arising out of a residence which is listed in Your Policy Schedule which is rented to others, volunteer work for an organised and registered charitable, religious or community group, an Incidental Business Away From Home, an Incidental Business At Home, or Incidental Farming, unless another exclusion applies.

**Incidental Business Away From Home** means a self-employed sales activity or a self-employed business activity, normally undertaken by persons under the age of 18, such as newspaper delivery, baby-sitting, caddying, or lawn care. These activities must:

- not yield gross revenues in excess of £5,000 in any year;
- have no employees subject to national employment laws; and
- conform to all laws and government regulations

**Incidental Business At Home** means a business activity, other than renting out to others or farming, conducted on Your residence listed in Your Policy Schedule which must:

- not yield gross revenues in excess of £5,000 in any year, except for the business activity of managing Your personal investments;



- have no employees subject to national employment laws; and
- conform to all laws and government regulations

**Incidental Farming** means a farming activity which:

- is incidental to Your use of Your residence listed in Your Policy Schedule as Your home;
- does not involve employment of others for more than 1,000 hours of farm work during the Policy Period;
- does not produce more than £5,000 in gross annual revenue from horticultural operations; and with respect to the raising or care of animals:
- does not produce more than £15,000 in gross annual revenues;
- does not involve more than 10 sales transactions during the Policy Period;
- does not involve the sale of more than 25 animals during the Policy Period

### **Golfers cover**

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We cover You or a Family Member for the following expenses whilst playing golf or participating in any activity at a golf club, anywhere in the world, unless stated otherwise or an exclusion applies.

#### **Third party damage**

We cover all Property Damage to another person's property caused by a Covered Person, irrespective of legal liability.

#### **Personal accident**

In the event that You or a Family Member suffers Bodily injury whilst playing golf which results in their:

- Death;
- Loss of Limb(s); or
- Loss of Eye(s),

We will pay You or a Family Member, or in the event of death their estate, £10,000 (or less for a minor if limited by law). We will not pay more than £10,000 for any one Occurrence. Death, Loss of Limb(s), or Loss of eye(s) must occur within 12 months of the date of the Occurrence.

**Loss of Limb(s)** means:

- in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot;
- in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire arm or hand.

Loss of Eye(s) means total and irrevocable loss of sight in one or both eyes.

#### **Hole in One**

We cover up to £500 for expenses incurred in the event of a 'hole in one' achieved by You or a Family Member during an official competition round. Your scorecard and certification from Your club or match secretary must be submitted to Us in the event of a claim.

We will not pay more than £3,000 in total per Policy Period.

### **Domestic cover**

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We cover damages up to £10,000,000 which You or a Family Member are legally liable to pay for Bodily injury to any domestic staff employed at any of Your residences listed on Your Policy Schedule. The injury must be caused by an accident and it must arise from and during any such domestic staff's employment by You or a Family Member.

This cover applies at any of Your residences listed on Your Policy Schedule or if You are temporarily visiting elsewhere in the world.

### **Reversal of damages**

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We cover damages in any court of law in the United Kingdom in respect of Bodily injury or Property Damage in circumstances which had Your position and the position of the responsible party been reversed would have entitled You to an indemnity within the terms, limits and exclusions of this Policy.

This cover applies only if the judgment is not subject to an appeal pending and has remained unsatisfied in whole or in part three months after the date of the said award. We will pay the outstanding amount of the judgment to You subject to the sum insured shown in Your Policy Schedule.

### **Childrens play equipment**

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We will pay up to £2,000,000 for covered damages, including Defence Cover, following a covered loss caused by trampolines, childrens' play equipment, bouncy castles and other similar inflatable play equipment.

### **Motorised land vehicles**

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We will pay up to £2,000,000 for covered damages, including Defence Cover, following a covered loss arising out of the ownership, possession or use of motorcycles with an engine capacity less than 51cc used within the grounds of a residence listed in Your Policy Schedule and not registered for road use, quad bikes, golf carts, garden machinery used solely for domestic purposes or vehicles used to assist the disabled which are not required to be registered for road use.

### **Hired or borrowed motor cars**

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We provide the following cover for a motor car hired or borrowed by You or a Family Member in the United States or Canada, provided the term of hire or loan does not exceed 45 days. This cover includes:

#### **Third Party Liability**

We cover damages a Covered Person is legally obligated to pay for Personal injury and Property Damage which takes place any time during the Policy Period and are caused by an Occurrence resulting from a Covered Person's use of a hired or borrowed motor car in the United States or Canada. This part of the coverage does not apply to damage to the hired or borrowed motor car.

#### **Damage to a hired or borrowed motor car**

We cover damages a Covered Person is legally obligated to pay for damage to a hired or borrowed motor car which takes place any time during the Policy Period and is caused by an Occurrence resulting from a Covered Person's use of the hired or borrowed motor car in the United States or Canada.

#### **Uninsured or Underinsured Motor Vehicles**

We cover up to £25,000 for damages a Covered Person is legally entitled to receive for Bodily injury from the owner or operator of an uninsured or underinsured motor vehicle caused by an Occurrence. The Bodily injury must take place during the Policy Period and be caused by an Occurrence involving the hired or borrowed motor car in the United States or Canada.

**Uninsured or Underinsured Motor Vehicle** means a motorised land vehicle which at the time of the Occurrence:

- has no applicable Bodily injury liability insurance Policy or bond;
- has an applicable Bodily injury liability insurance Policy or bond which is less than the minimum amount required by law;
- has an applicable Bodily injury liability insurance Policy or bond, but the provider of the insurance or bond denies coverage or becomes insolvent; or
- is a 'hit and run' vehicle whose owner or operator cannot be identified

#### **Other cover**

To the extent any compulsory insurance law requires You to have any other coverage in order to operate the hired or borrowed motor car in the United States or Canada, this cover will be deemed to include the minimum additional coverage(s) required by law.

We will provide this cover in excess of any other insurance that applies to these damages.

Subject to any specific sub-limit(s) of cover stated in this cover for hired or borrowed motor cars, We will not pay more than £1,000,000 for all damages caused by any one Occurrence.

## Exclusions

In addition to the Policy exclusions, the following exclusions apply to this cover part of Your Policy. The words **caused by** mean any loss or damages which are contributed to, made worse by, or in any way results from the circumstance described.

### **Personal injury to a Covered Person**

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We do not cover any damages for Personal injury to a Covered Person. This exclusion does not apply to the Golfers cover.

### **Director's liability**

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We do not cover any damages for any Covered Person's actions or failure to act as an officer or member of a board of directors of any corporation or organisation. However, We do cover such damages if You or a Family Member is not being compensated as an officer or member of a board of directors of a non-profit corporation or organisation, unless another exclusion applies.

### **Domestic cover**

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We do not cover any damages a Covered Person is legally liable to pay following any judgement or award given or made outside the courts of a Member State of the European Union.

### **Business pursuits**

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Unless stated otherwise in Your Policy We do not cover any damages arising out of a Covered Person's business pursuits, investment or other profit seeking activities.

### **Communicable disease**

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We do not cover any damages resulting directly or indirectly from the transmission of any communicable disease or virus.

### **Contractual liability**

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We do not cover any damages arising from contracts or agreements unless liability for such damages would have existed without the agreement.

### **Motorised land vehicles**

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We do not cover any damages (except to a domestic worker) arising out of the ownership, possession or use of any motorised land vehicle, other than motorcycles with an engine capacity of less than 51cc used within the grounds of a residence listed in Your Policy Schedule and not registered for road use, golf carts, quad bikes, garden machinery used solely for domestic purposes or vehicles used to assist the disabled which are not required to be registered for road use. This exclusion does not apply to the cover for hired or borrowed motor cars.

### **Aircraft**

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We do not cover any damages arising out of the ownership, possession, or use of any manned or unmanned aircraft, including drones, except aircraft chartered with qualified and professional crew by You. We do not cover any Property Damage to aircraft rented to, owned by, or in the care, custody or control of any Covered Person.

### **Large watercraft**

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We do not cover any damages arising out of the ownership, possession, or use of any watercraft 26 feet or longer or with more than 50 horsepower owned by a Covered Person, or any watercraft furnished or rented to a Covered Person for longer than 30 days.

### **Unlicensed firearms**

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We do not cover any damages arising out of the ownership, possession or usage of any unlicensed firearm.

### **Property in Your care**

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We do not cover any person for damages to property belonging to or held in trust by or in the custody or control of any Covered Person. This exclusion does not apply to the cover for hired or borrowed motor cars.

### **Financial guarantees**

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We do not cover any damages for a Covered Person's guarantee of the financial performance of any Covered Person, other individual or organisation.

### **Professional services**

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We do not cover any damages for a Covered Person's performing or failure to perform professional services, or for professional services for which any Covered Person is legally responsible or licensed.

### **Dangerous dogs**

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We do not cover any damages for which a Covered Person may be held liable relating to a dog defined as dangerous under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any amending legislation.

### **Hired or borrowed motor cars cover exclusions**

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The following exclusions apply to the cover for hired or borrowed motor cars, in addition to those already stated herein.

### **Vehicles used for a fee**

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We do not cover any damages arising out of the operation of a hired or borrowed motor car while it is being used to carry people or property for a fee. This exclusion does not apply to a sharing agreement, unless another exclusion applies.

### **Competitive racing/track use**

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We do not cover any damages to a hired or borrowed motor car arising out of the participation in, or instruction, practice or preparation for competitive racing, rallies, trials, pace-making or speed testing in any prearranged or organised racing or speed contest, or any track use including the Nurburgring.

### **Vehicle-related jobs**

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We do not cover any person while employed or otherwise engaged in the business of selling, repairing, servicing, storing, parking, testing, or delivering motorised land vehicles.

### **Vehicles airside**

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We do not cover any damages whilst a hired or borrowed motor car is on any part of an aerodrome, airport, airfield or military base provided for:

- the take off or landing of aircraft and for the movement or storage of aircraft on the surface;
- aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas

### **Terrorism**

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Notwithstanding any provision to the contrary within Your Policy or any Endorsement thereto We do not cover any damage, cost or expense of whatsoever nature to a hired or borrowed motor car directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the damage.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with an 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.

We also exclude damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

## Conditions

In addition to the Policy conditions, the following conditions apply to this cover part of Your Policy.

### **Duties after a loss**

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In case of an Occurrence, You, a Family Member or a Covered Person shall perform the following duties for cover to apply:

#### **Notification**

You, a Family Member or a Covered Person must notify Us or Your broker as soon as possible.

#### **Assistance**

You, a Family Member or a Covered Person must provide Us with all available information. This includes documentation which may help Us in the event that We provide a defence. You, a Family Member or a Covered Person must not admit or deny liability or reject or accept any settlement of a third party claim unless prior written authorisation has been obtained from Us.

#### **Co-operation**

You, a Family Member or a Covered Person must co-operate with Us fully in any legal defence. This may include any association by Us with You, a Family Member or a Covered Person in defence of a claim reasonably likely to involve Us.

### **Legal action against Us**

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If You, a Family Member or a Covered Person have a loss under Public Liability Cover, You, a Family Member or a Covered Person agree not to bring any action against Us until the obligation has been determined by final judgement or a written agreement by Us.

### **Appeals**

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If You, a Family Member or a Covered Person or any other insurer, does not appeal a judgement for covered damages, We may choose to do so. We will then bear all expenses, taxable costs, and interest arising out of the appeal. However, the sum insured of cover for damages will not be increased.

## Family Protection Cover

Family Protection Cover only applies to Your Policy if shown in Your Policy Schedule.

This part of Your Policy provides You with Family Protection Cover for You or a Family Member anywhere in the world except those places listed on the H.M. Foreign and Commonwealth Affairs Office Travel Warnings list at the time of loss for Occurrences anytime during the Policy Period, unless stated otherwise in Your Policy or an exclusion applies.

**Family Protection Cover** means Car jacking cover, Stalking threat cover, Aggravated burglary cover, Aggravated assault cover, Air rage cover, Road rage cover, Child abduction cover and Hijacking cover.

### Definitions

The following words used in this cover part have the special meaning defined here. Throughout this cover part of the Policy, defined terms will be capitalised when used.

**Accidental death and dismemberment loss** means the Loss of life, Loss of speech, Loss of hearing, Loss of hand, Loss of both hands, Loss of foot, Loss of both feet, Loss of sight of an eye, Loss of sight of both eyes, Loss of thumb and index finger, or Mutilation which:

- is sudden, unforeseen, and unexpected; and
- is independent of any illness, disease or other bodily malfunction; and
- happens by chance; and
- arises from a source external to the Victim; and
- occurs within one year of the Car jacking, Stalking threat, Child abduction, Hijacking, Aggravated burglary or Aggravated assault Occurrence

**Accidental death and dismemberment benefit amount** means the following types of accidental death and dismemberment loss and corresponding benefits, up to a maximum of £100,000:

- Loss of life, £100,000;
- Loss of speech and Loss of hearing, £100,000;
- Loss of speech or Loss of hearing and one of the following: Loss of hand, Loss of foot, Loss of sight of an eye, £100,000;
- Loss of both hands, £100,000;
- Loss of both feet, £100,000;
- Loss of sight of both eyes, £100,000;
- Loss of a combination of any two of the following: Loss of hand, Loss of foot, Loss of sight of an eye, £100,000;
- Loss of speech, £50,000;
- Loss of hearing, £50,000;
- Loss of one hand, £50,000;
- Loss of one foot, £50,000;
- Loss of sight of an eye, £50,000;
- Loss of thumb and index finger, £25,000;
- Mutilation, £25,000

**Beneficiary** means the person or entity to be paid in the event a Victim suffers a covered Loss of life, in the following order:



- the spouse of the Victim who lived with the Victim; if none,
- the domestic partner of the Victim who lived with the Victim; if none,
- in equal shares to the surviving children of the Victim; if none,
- in equal shares to the surviving parents of the Victim; if none,
- in equal shares to the surviving brothers and sisters of the Victim; if none,
- the estate of the Victim

**Victim** means:

- You or a Family Member of a Stalking threat, Aggravated assault or a Hijacking Occurrence;
- You, a Family Member or a Covered Relative of a Car jacking or a Child abduction Occurrence;
- the abducted child of a child abduction Occurrence;
- You, a Family Member, or Your Guest of an Aggravated burglary Occurrence, who suffers the accidental death and dismemberment loss after a Car jacking, Stalking threat, Child abduction, Hijacking, Aggravated burglary or Aggravated assault Occurrence

**Loss of life** means:

- death, including clinical death, as determined by a medical examiner or similar local governing medical authority; or
- the absence of communication from the Victim for a period of two years after a Car jacking, Stalking threat, Child abduction, Hijacking, Aggravated assault or Aggravated burglary Occurrence

**Loss of speech** means the permanent total loss of the capability of speech, as determined by a Physician.

**Loss of hearing** means the permanent total loss of the capability of hearing, as determined by a Physician.

**Loss of hand** or **Loss of both hands** means the permanent total loss of function of a hand or both hands, as determined by a Physician.

**Loss of foot** or **Loss of both feet** means the permanent total loss of function of a foot or both feet, as determined by a Physician.

**Loss of sight of an eye** or **Loss of sight of both eyes** means the permanent loss of sight of an eye or both eyes to the extent of legal blindness, as determined by a Physician.

**Loss of thumb and index finger** means the permanent total loss of function of a thumb and index finger, of the same hand, as determined by a Physician.

**Mutilation** means complete severance of an entire finger, toe, ear, nose or genital organ, as determined by a Physician.

**Medical expenses** means the reasonable and customary charges for first aid, medical (not including psychiatric), funeral, surgical, x-ray, dental, ambulance, hospital, physiotherapy, professional nursing services, and prosthetic devices which are legally obligated to be paid.

## How We Will Pay Your Claim

### Amount of cover

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The amounts of cover provided are shown under Family Protection Cover for:

- Car jacking cover
- Stalking threat cover
- Aggravated burglary cover
- Aggravated assault cover
- Air rage cover
- Road rage cover
- Child abduction cover
- Hijacking cover

We will not pay more than the amount of cover shown for each covered Car jacking, Stalking threat, Aggravated burglary, Aggravated assault, Air rage, Road rage, Child abduction or Hijacking Occurrence, regardless of how many policies or people are involved in the Occurrence. If a loss is covered under more than one part of Family Protection Cover (Car jacking cover, Stalking threat cover, Aggravated burglary cover, Aggravated assault cover, Air rage cover, Road rage cover, Child abduction cover and Hijacking cover), We will pay under the part giving the most cover, but not under more than one part.

The Accidental death and dismemberment benefit amount for Loss of life will be paid to the Beneficiary. The Accidental death and dismemberment benefit amount for other than Loss of life will be paid to the Victim.

If a Victim has multiple Accidental death and dismemberment losses as the result of a Car jacking, Stalking threat, Child abduction, Hijacking, Aggravated burglary or Aggravated assault Occurrence, We will pay only the single largest Accidental death and dismemberment benefit amount applicable to the Accidental death and dismemberment losses suffered.

If more than one Victim suffers an Accidental death and dismemberment loss in the same Car jacking, Stalking threat, Child abduction, Hijacking, Aggravated burglary or Aggravated assault Occurrence, We will not pay more than £100,000. If any Car jacking, Stalking threat, Child abduction, Hijacking, Aggravated burglary or Aggravated assault Occurrence results in multiple Accidental death and dismemberment benefit amounts which when payable exceed £100,000 in total, the sum of £100,000 will be divided proportionately based on each applicable Accidental death and dismemberment benefit amount payable.

### Car jacking cover

We will pay for Car jacking expenses You, a Family Member, or a Covered Relative incur solely and directly as a result of a Car jacking Occurrence. We will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of a Car jacking Occurrence.

**Car jacking Occurrence** means the unlawful forced removal or detention of:

- You or a Family Member operating or occupying any motorised land vehicle; or
- a Covered Relative operating a Covered vehicle with permission from You or a Family

Member, or occupying a Covered vehicle; during the theft or attempted theft of that vehicle or Your property in that vehicle

**Car jacking expenses** means the reasonable costs for:

- related Medical expenses up to £25,000 for each person (You, a Family Member, or a Covered Relative who witnessed the Car jacking Occurrence), up to a maximum of £50,000 for each Car jacking Occurrence, when incurred within one year after the Car jacking Occurrence;
- related psychiatric services up to £25,000 for each person (You, a Family Member, or a Covered Relative who witnessed the Car jacking Occurrence), up to a maximum of £50,000 for each Car jacking Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional, when incurred within one year after the Car jacking Occurrence;
- related rest and recuperation expenses for You, a Family Member, or a Covered Relative who witnessed the Car jacking Occurrence, up to a maximum of £5,000 for each Car jacking Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional not related to You, a Family Member or a Covered Relative when incurred within 180 days after the Car jacking Occurrence;
- salary lost during the first 60 days after the Car jacking Occurrence, up to £25,000 for each person (You, a Family Member, or a Covered Relative who witnessed the Car jacking Occurrence), up to a maximum of £50,000 for each Car jacking Occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay, or other similar salary replacement plans;
- related hotel or paid accommodation costs for You or a Family Member to be located closer to the hospital or medical centre where the Victim is receiving medical treatment, up to a maximum of £5,000 for each Car jacking Occurrence, unless You or a Family Member have a residence which is geographically closer to such hospital or medical treatment centre;
- the Vehicle Comprehensive Cover Physical Damage Deductible applied to damage sustained by the Covered vehicle shown in Your Policy Schedule in the Car jacking Occurrence

We will also pay up to a maximum of £10,000 for each Car jacking Occurrence to any person or organisation not causing that Occurrence for information leading to the arrest and conviction of any person(s) who caused the Car jacking Occurrence.

**Covered vehicle** means any private passenger vehicle, motorcycle and motor home You or a Family Member owns, rents or has furnished for regular use.

The following are not eligible to receive this reward payment: You, a Family Member, the Police or a Covered Relative who witnessed the Car jacking Occurrence.

## Stalking threat cover

We will pay for Stalking threat expenses You or a Family Member incur solely and directly as a result of a Stalking threat Occurrence. We will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of a Stalking threat Occurrence.

**Stalking threat Occurrence** means:

- an act or acts committed with the intent to damage property owned by You or a Family Member, or to harass, injure or harm You or a Family Member; and

- the person committing the act or acts is the subject of a court order or injunction issued to protect You or a Family Member; and
- the act or acts occur on consecutive or non-consecutive days within a period of 120 days

**Stalking threat expenses** means the reasonable costs You or a Family Member incur for:

- related professional security consultant and professional security guard services up to a maximum of £10,000 for each Stalking threat Occurrence;
- related residential security expenses to change all locks, install or improve security bars, motion sensing lights and a centrally monitored home security system, or other similar security expenses for Your Residence(s) listed in Your Policy Schedule, up to a maximum of £10,000;
- related temporary relocation expenses, up to a maximum of £10,000;
- related psychiatric services up to £10,000 for You or a Family Member, up to a maximum of £20,000 for each Stalking threat Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional, when incurred within one year after the Stalking threat Occurrence;

up to a maximum of £30,000 per Policy Period for all Stalking threat expenses

## Aggravated burglary expenses

We will pay for Aggravated burglary expenses You, a Family Member, or Your Guest incur solely and directly as a result of an Aggravated burglary Occurrence. We will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of an Aggravated burglary Occurrence.

**Aggravated burglary Occurrence** means an unlawful act of violence or threat of violence to You, a Family Member, or Your Guest by a person who unlawfully entered Your main dwelling at a location named in Your Policy Schedule, a Temporary Residence, a Watercraft, or a motor home whilst You, a Family Member, or Your Guest are present and there is a covered loss under Your Contents Cover or Valuable Articles Cover.

Aggravated burglary Occurrence does not apply to land, patios, terraces, gardens, driveways, paths, gates, fences, walls, outbuildings, or any other structures within the grounds of Your main dwelling.

**Aggravated burglary expenses** means the reasonable costs for:

- related Medical expenses, up to £25,000 for each person (You, a Family Member, or Your Guest), up to a maximum of £50,000 for each Aggravated burglary Occurrence, when incurred within one year after the Aggravated burglary Occurrence;
- related psychiatric services up to £25,000 for each person (You, a Family Member, or Your Guest), up to a maximum of £50,000 for each Aggravated burglary Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional, when incurred within one year after the Aggravated burglary Occurrence;
- related rest and recuperation expenses for You, a Family Member, or Your Guest, up to a maximum of £5,000, for each Aggravated burglary Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional not related to You, a Family Member or a Covered Relative when incurred within 180 days after the Aggravated burglary Occurrence;

- salary lost during the first 60 days after the Aggravated burglary Occurrence, up to £25,000 for each person (You, a Family Member, or Your Guest), up to a maximum of £50,000 for each Aggravated burglary Occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans;
- related residential security expenses for You to improve the locks, alarm or other related security systems of Your Residence(s) listed in Your Policy Schedule which is subject to the Aggravated burglary Occurrence, up to a maximum of £10,000. You must obtain Our prior consent unless immediate action is required for safety reasons;
- related professional security consultant and professional security guard services for You or a Family Member up to a maximum of £10,000 for each Aggravated burglary Occurrence;
- related temporary accommodation expenses for You, a Family Member, or Your Guest, up to a maximum of £10,000 when incurred within 60 days after an Aggravated burglary Occurrence;
- related permanent home removal expenses, except stamp duty if due, up to a maximum of £10,000 if You permanently relocate away from Your Residence listed in Your Policy Schedule which is subject to the Aggravated burglary Occurrence, when incurred within six months after an Aggravated burglary Occurrence. This cover does not apply if Your Residence listed in Your Policy Schedule was already for sale or You intended to permanently relocate before the Aggravated burglary Occurrence;
- the House Cover and Contents Cover Deductible for Your Residence(s) listed in Your Policy Schedule applied to damage sustained in the Aggravated burglary Occurrence

We will also pay up to a maximum of £10,000 for each Aggravated burglary Occurrence to any person or organisation not causing that Occurrence for information leading to the arrest and conviction of any person(s) who caused the Aggravated burglary Occurrence.

The following are not eligible to receive this reward payment: You, a Family Member, the Police or Your Guest.

**Your Guest** means:

- any regular domestic employee at Your Residence(s) listed in Your Policy Schedule; or
- any other person invited as a guest by You or a Family Member to Your Residence(s) listed in Your Policy Schedule or Temporary Residence

Your Guest does not include individuals who live with You or a Family Member and are not related to You or a Family Member.

**Temporary Residence** means:

- a private dwelling not owned by You;
- the private sleeping quarter(s) in a hotel, motel, inn, villa, spa, resort, hostel, or dormitory; or
- the private sleeping quarter(s) in a commercial ocean liner or other similar commercial watercraft; that You or a Family Member is occupying or is visiting by invitation

**Watercraft** means a watercraft with sleeping quarters that is not a commercial ocean liner or other similar commercial watercraft.

## Aggravated assault expenses

We will pay for Aggravated assault expenses You or a Family Member incur solely and directly as a result of an Aggravated assault Occurrence. We will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of an Aggravated assault Occurrence.

**Aggravated assault Occurrence** means an unlawful act of violence or threat of violence to You or a Family Member by a person who has unlawfully taken or attempted to take any possessions belonging to You or a Family Member whilst away from Your House.

**Aggravated assault expenses** means the reasonable costs for:

- related Medical expenses, up to £25,000 for each person (You or a Family Member), up to a maximum of £50,000 for each Aggravated assault Occurrence, when incurred within one year after the Aggravated assault Occurrence;
- related psychiatric services up to £25,000 for each person (You or a Family Member), up to a maximum of £50,000 for each Aggravated assault Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional, when incurred within one year after the Aggravated assault Occurrence;
- related rest and recuperation expenses for You or a Family Member, up to a maximum of £5,000, for each Aggravated assault Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional not related to You or a Family Member when incurred within 180 days after the Aggravated assault Occurrence;
- salary lost during the first 60 days after the Aggravated assault Occurrence, up to £25,000 for each person (You or a Family Member), up to a maximum of £50,000 for each Aggravated assault Occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans;

We will also pay up to a maximum of £10,000 for each Aggravated assault Occurrence to any person or organisation not causing that Occurrence for information leading to the arrest and conviction of any person(s) who caused the Aggravated assault Occurrence.

The following are not eligible to receive this reward payment: You, a Family Member, or the Police.

## Air rage cover

We will pay for Air rage expenses You or a Family Member incur solely and directly as a result of an Air rage Occurrence.

**Air rage Occurrence** means physical bodily harm against You or a Family Member by a violent person whilst You or a Family Member are occupying an aircraft as a passenger.

Air rage expenses means the reasonable costs for:

- related Medical expenses for You or a Family Member when incurred within one year after the Air rage Occurrence;
- related psychiatric services for You or a Family Member as prescribed by a Physician, psychologist or other authorised mental health professional, when incurred within one year after the Air rage Occurrence;

- related rest and recuperation expenses for You or a Family Member, up to a maximum of £5,000, for each Air rage Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional not related to You, a Family Member or a Covered Relative when incurred within 180 days after the Air rage Occurrence; up to a maximum of £15,000 per Policy Period for all Air rage expenses

## Road rage cover

We will pay for Road rage expenses You, a Family Member or Your chauffeur incur solely and directly as a result of a Road rage Occurrence. Road rage expenses incurred by Your chauffeur are covered only if a Road rage Occurrence occurs whilst Your chauffeur is driving You or a Family Member.

**Road rage Occurrence** means physical bodily harm against You, a Family Member or Your chauffeur by a violent person arising from the use by You, a Family Member or Your chauffeur of any private passenger vehicle or motor home You or a Family Member owns, rents or has furnished for regular use.

**Road rage expenses** means the reasonable costs for:

- related Medical expenses for You, a Family Member or Your chauffeur when incurred within one year after the Road rage Occurrence;
- related psychiatric services for You, a Family Member or Your chauffeur as prescribed by a Physician, psychologist or other authorised mental health professional, when incurred within one year after the Road rage Occurrence;
- related rest and recuperation expenses for You, a Family Member or Your chauffeur, up to a maximum of £5,000, for each Road rage Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional not related to You, a Family Member or a Covered Relative when incurred within 180 days after the Road rage Occurrence; up to a maximum of £15,000 per Policy Period for all Road rage expenses

## Child abduction cover

We will pay for Child abduction expenses You, a Family Member, a Covered Relative, or an abducted child's parent or legal guardian incur solely and directly as a result of a Child abduction Occurrence. We will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of a Child abduction Occurrence.

**Child abduction Occurrence** means the wrongful taking, false imprisonment, or wrongful detention of one or more of Your or a Family Member's children, or one or more children in the care of You or a Family Member, under the age of 13.

**Child abduction expenses** means the reasonable costs for:

- related travel, meals, lodging, and phone expenses incurred by You, a Family Member, a Covered Relative who witnessed the Child abduction Occurrence, or a Covered Relative who is the parent or legal guardian of the abducted child, including those expenses incurred up to 30 days after the recovery of the abducted child or the verification of the abducted child's Loss of life, up to a maximum of £10,000 for each Child abduction Occurrence;

- related medical and psychiatric expenses for:
  - i) the abducted children, up to a maximum of £25,000, when incurred within one year after the Child abduction Occurrence; and
  - ii) You, a Family Member, a Covered Relative who witnessed the Child abduction Occurrence (not including the abducted child), or a Covered Relative who is the parent or legal guardian of the abducted child, including those expenses incurred up to 180 days after the recovery of the abducted child or verification of the abducted child's Loss of life, up to a maximum of £10,000, for each Child abduction Occurrence;
- related rest and recuperation expenses for You, a Family Member, a Covered Relative who witnessed the Child abduction Occurrence, or a Covered Relative who is the parent or legal guardian of the abducted child, up to a maximum of £5,000 for each Child abduction Occurrence, as prescribed by a Physician, psychologist, or other authorised mental health professional (other than You or a Family Member), when incurred within 12 months after the recovery of the abducted child, or verification of the abducted child's Loss of life, whichever comes first;
- salary lost during the first 60 days after the Child abduction Occurrence, up to £25,000 for each person (You, a Family Member, or a Covered Relative who is the parent or legal guardian of the abducted child), up to a maximum of £50,000 for each Child abduction Occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans;
- the following related reasonable costs You or the parent or legal guardian of the abducted child incur, up to a maximum of £10,000, when incurred within 12 months after a Child abduction Occurrence for:
  - i) a professional public relations consultant;
  - ii) a professional forensic analyst;
  - iii) publicity expenses incurred to locate the abducted children;
  - iv) a professional security consultant

We will also pay up to a maximum of £10,000 for each Child abduction Occurrence to any person or organisation not causing that Occurrence for information not otherwise available leading to the arrest and conviction of any person(s) who caused the Child abduction Occurrence.

The following are not eligible to receive this reward payment: You, a Family Member, the parent or guardian of the abducted child, the Police or a Covered Relative who witnessed the Child abduction Occurrence.



## Hijacking cover

We will pay for Hijacking expenses You or a Family Member incurs solely and directly as a result of a Hijacking Occurrence. We will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of a Hijacking Occurrence.

**Hijacking Occurrence** means the unlawful detention of You or a Family Member by violence or threat of violence by a person or group, where such unlawful detention occurs for a duration in excess of four hours while in or aboard a commercial conveyance. This coverage does not apply to Hijacking Occurrences on a commercial conveyance with a scheduled departure, layover, or destination point that is on the H.M. Foreign and Commonwealth Affairs Office Travel Warnings list.

**Hijacking expenses means** the reasonable costs for:

- related medical expenses up to £25,000 for each person (You or a Family Member), up to a maximum of £50,000 for each Hijacking Occurrence, when incurred within one year after the Hijacking Occurrence;
- related psychiatric services up to £25,000 for each person (You or a Family Member), up to a maximum of £50,000 for each Hijacking Occurrence, when incurred within one year after the Hijacking Occurrence;
- related rest and recuperation expenses for You or a Family Member, up to a maximum of £5,000 for each Hijacking Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional (other than You or a Family Member), when incurred within 180 days after the Hijacking Occurrence;
- salary lost during the first 60 days after the Hijacking Occurrence, up to £25,000 for each person (You or a Family Member), up to a maximum of £50,000 for each Hijacking Occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans;
- for each Hijacking Occurrence, the non-refundable expenses incurred by You or a Family Member for Your scheduled trip, up to a maximum of £5,000, for the following:
  - i) additional accommodations or transportation to bring You or a Family Member to the original destination if You or a Family Member missed the original departure;
  - ii) additional accommodations or transportation to bring You or a Family Member to the return destination, or to travel from the place where the trip was interrupted to the place where You or a Family Member can rejoin the trip;
  - iii) the unused portion of land, sea, or air arrangements or accommodations that You or a Family Member paid as part of the trip; due to the scheduled trip's cancellation or interruption caused by a Hijacking Occurrence

## Exclusions

In addition to the Policy exclusions, the following exclusions apply to this cover part of Your Policy. The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from the circumstance described.

### False report

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We do not cover loss arising from a false report of Air rage, Road rage, Car jacking, Stalking threat, Child abduction, Hijacking, Aggravated burglary or Aggravated assault Occurrence by You or a Family Member or any person acting on behalf of You or a Family Member, whether acting alone or in collusion with others.

### Acts of certain persons

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We do not cover any loss caused by:

- You or a Family Member;
- a Covered Relative or a family relative;
- a guardian or former guardian of You, a Family Member, Covered Relative or a family relative;
- an estranged spouse or former spouse of You, a Family Member, Covered Relative or a family relative;
- a domestic partner or former domestic partner of You, a Family Member, Covered Relative or a family relative;
- any person unrelated to You or a Family Member, other than a domestic employee or residential staff, who live with You or ever lived with You for six (6) or more months;
- a relative, guardian or former guardian of an abducted child who is in Your or a Family Member's care;
- a civil authority; or
- any person acting on behalf of any of the above, whether acting alone or in collusion with others. However this exclusion does not apply to cover provided under Stalking threat cover

### Persons known

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Under Air rage cover, We do not cover any loss by a person known to You or a Family Member. Under Hijacking or Road rage cover, We do not cover any loss by a person known to You, a Family Member or Your chauffeur.

### Children in Your care

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We do not cover Child abduction expenses or accidental death and dismemberment loss for children in the care of You or a Family Member when:

- You or a Family Member are participating in any organised activity with or in association with any organisation or entity;
- You or a Family Member are providing this care as a home day care provider in Your Residence(s) listed on Your Policy Schedule and You or a Family Member earns annual gross revenues in excess of £2,000 as a home day care provider; or
- You or a Family Member are providing this care as an employee or volunteer of a profit or non-profit organisation providing service for the care of children

However, this exclusion does not apply to Your children, the children of a Family Member or the children of a Covered Relative, in the care of You or a Family Member.

#### **Your Guest**

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We do not cover Your Guest(s) in a Temporary Residence who share the cost of the lodging.

#### **Legal fees**

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We do not cover any legal costs or fees.

#### **Salary lost**

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We do not cover salary lost under Car jacking expenses, Child abduction expenses, Hijacking expenses, Aggravated burglary or Aggravated assault expenses if immediately prior to the Car jacking Occurrence, Child abduction Occurrence, Hijacking Occurrence, Aggravated burglary or Aggravated assault Occurrence, the person with salary lost was receiving disability insurance, social security disability, unemployment compensation, or was on personal or medical leave.

#### **Substance abuse treatment**

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We do not cover any expenses for substance abuse treatments unless the substance abuse was directly caused by the Car jacking, Stalking threat, Aggravated burglary, Aggravated assault, Child abduction, Hijacking, Air rage or Road rage Occurrence.

#### **Childbirth or miscarriage**

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We do not cover accidental death and dismemberment loss caused by childbirth or miscarriage.

#### **Suicide or intentional dismemberment**

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We do not cover accidental death and dismemberment loss caused by the Victim's suicide, attempted suicide or dismemberment that is intentionally self-inflicted.

#### **Vehicles used for a fee**

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We do not cover loss arising out of Your, a Family Member's or a Covered Relative's ownership or operation of a vehicle while it is being used to carry people or property for a fee. This exclusion does not apply to a sharing agreement, unless another exclusion applies.

#### **Rest and recuperation expenses**

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We do not cover any rest or recuperation expenses when prescribed by a Physician, psychologist or other authorised mental health professional who is related to You, a Family Member or Covered Relative.

## Conditions

In addition to the Policy conditions, the following conditions apply to this cover part of Your Policy.

### **Other insurance**

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This insurance is excess over any other insurance except that written specifically to cover excess over the amount of cover that applies in Your Policy.

This provision does not apply to accidental death and dismemberment loss.

### **Examination**

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We have the right to examine under oath as often as We may reasonably require, You, Family Members, Covered relatives, Victims, Your chauffeur and Your Guests, and have them subscribe the same. We may also ask You or the beneficiary to give Us a signed description of the circumstances surrounding a loss and to produce all records and documents We request and permit Us to make copies.

### **Physical examination and autopsy**

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A person making a claim under Family Protection Cover must submit as often as We reasonably require to physical examinations by Physicians We select. We may also have an autopsy done by a Physician, unless prohibited by law. Any examinations or autopsies that We require will be done at Our expense.

## House and Contents Legal Expenses Cover

House and Contents Legal Expenses Cover only applies to Your Policy if shown in Your Policy Schedule. This cover part is administered by ARAG plc under a binding authority agreement with Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL's liability is several and they are liable for their proportion of liability in respect of this cover part only and have no liability for any other insurers proportion or in respect of any other cover part of this Policy.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

Brit Syndicate Limited, the Managing Agent for Brit Syndicate 2987 at Lloyd's, is registered in England and Wales number 02763688. Registered address: 55 Bishopsgate, London, EC2N 3AS.

Brit Syndicate Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 204930.

FCA registration can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on **0800 111 6768** (freephone), or **0300 500 8082**.

This part of Your Policy provides insurance in respect of House and Contents Legal Expenses for You or a Family Member unless stated otherwise in Your Policy or an exclusion applies.

## Definitions

The following words used in this cover part have the special meaning defined here. Throughout this cover part of the Policy, defined terms will be capitalised when used.

**ARAG** means ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN acting on behalf of the Insurer.

**Appointed Advisor** means the solicitor, accountant, mediator or other advisor appointed by ARAG to act on behalf of You or a Family Member.

**Collective Conditional Fee Agreement** means a legally enforceable agreement entered into on a common basis between the Appointed Advisor and ARAG to pay their professional fees on the basis of 100% "no-win no-fee".

**Communication Costs** means the reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports where You or a Family Member has taken advice from Our Identity Theft Advice and Resolution Service.

**Conditional Fee Agreement** means a legally enforceable agreement between You or a Family Member and the Appointed Advisor for paying their professional fees on the basis of 100% "no-win no-fee".

**Domestic Employee** means any person who is employed by You or a Family Member under a contract of service to carry out domestic duties for Your household.

**Insurer** means Brit Syndicate 2987 at Lloyd's, the underwriter of this cover part under unique market reference B0356KA233D12A000.

**Insured Event** means Employment disputes cover, Disputes with domestic employee cover, Contract disputes cover, Personal injury cover, Clinical negligence cover, Property protection cover, Tax protection cover, Work legal defence cover, Motor legal defence cover, Jury service cover or Identity theft cover.

**Legal Costs and Expenses** means

- Reasonable legal costs and disbursements reasonably and proportionately incurred by the Appointed Advisor on the standard basis and agreed in advance by ARAG. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44
- In civil claims, other side’s costs, fees and disbursements where You or a Family Member have been ordered to pay them or pays them with ARAG’s agreement
- Reasonable accountancy fees reasonably incurred under Insured Event Tax protection cover by the Appointed Advisor and agreed by ARAG in advance
- You or a Family Member’s Communication Costs

**Reasonable Prospects of Success** means

- Other than as set out below, a greater than 50% chance of You or a Family Member successfully pursuing or defending the claim and, if You or a Family Member is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained
- In criminal prosecution claims where You or a Family Member
  - pleads guilty, a greater than 50% chance of reducing any sentence or fine or
  - pleads not guilty, a greater than 50% chance of that plea being accepted by the court
- In all claims involving an appeal, a greater than 50% chance of You or a Family Member being successful
- Where it has been determined that Reasonable Prospects of Success as set out above do not exist, You or a Family Member shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

**Small Claims Court** means a court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014; a court in Northern Ireland where the sum in dispute is less than £3,000, or the equivalent jurisdiction in the Channel Islands and Isle of Man where this cover part of the Policy applies.

**Territorial Limit** means for claims made under the Contract disputes cover the United Kingdom, Channel Islands, Isle of Man and countries in the European Union, Norway and Switzerland. For claims made under the Personal injury cover, the United Kingdom, Channel Islands, Isle of Man and countries in the European Union, Norway and Switzerland except for claims involving travel for up to 90 consecutive days commencing during the Policy Period where cover applies worldwide. For all other Insured Events, the United Kingdom, Channel Islands and the Isle of Man.

## **Additional Legal Services**

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### **ARAG Consumer Legal website**

As a benefit of Your House and Contents Legal Expenses Cover You have access to ARAG’s Consumer Legal website. ARAG’s Consumer Legal website has been designed to meet Your personal needs, allowing unlimited access to online legal documents to download that will

assist You with personal legal-related matters. These include wills, power of attorney, buying and selling Your home, and consumer complaints. To access this website, go to:

**[www.araglegal.co.uk](http://www.araglegal.co.uk)**

You will then need to enter Voucher Code **AFA598CC568B** to register for the first time. Registration will allow You to create Your individual sign in details to use in the future.

## How We Will Pay Your Claim

### **Limit of Indemnity**

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The maximum payable by the Insurer in respect of all claims related by time or original cause is £100,000. For claims made under Personal injury cover for travel up to 90 consecutive days during the Policy Period the maximum payable by the Insurer is £50,000.

Legal Expenses Cover with ARAG has been arranged by Us for Your convenience.

We cannot accept responsibility for the availability or standard of services nor for any consequences resulting from the use of these services. You are responsible for the payment of any fees or costs resulting from the use of these services not covered by this part of Your Policy.

### **Insured Events**

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The Insurer will pay You or a Family Member's Legal Costs and Expenses and Communication Costs up to the Limit of Indemnity, including the cost of appeals for the following Insured Events.

### **Employment disputes cover**

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- A dispute with Your or a Family Member's current, former or prospective employer relating to a contract of employment or related legal rights;
- A dispute with a current, former or prospective employee of Your residences listed in Your Policy Schedule relating to their contract of employment or related legal rights with You

A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the:

- ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

You or a Family Member are required to cooperate fully with ACAS regarding mediation and not do anything that hinders a successful outcome. Where You or a Family Member qualifies to have all or part of the employment tribunal or employment appeal tribunal fees refunded or reduced, an application for this refund or reduction must be made by You or a Family Member to HM Courts & Tribunals Service.

### **Disputes with domestic employees cover**

---

A dispute with You or a Family Member's Domestic Employee that arises from

- their dismissal by You or a Family Member
- the terms of a contract of service or service occupancy agreement between You or a Family Member and Your or a Family Member's Domestic Employee
- an alleged breach of Your or a Family Member's Domestic Employee's legal rights under employment laws

You or a Family Member are required to cooperate fully with ACAS regarding mediation and not do anything that hinders a successful outcome. Where You or a Family Member qualifies to have all or part of the employment tribunal or employment appeal tribunal fees refunded or reduced, an application for this refund or reduction must be made by You or a Family Member to HM Courts & Tribunals Service.

### **Contract disputes cover**

---

A dispute arising out of an agreement or alleged agreement which has been entered into by You or a Family Member for:

- Buying or hiring consumer goods or services
- Privately selling goods
- Buying or selling Your main home or other residential property located within the Territorial Limits
- Renting Your home as a tenant

### **Clinical negligence cover**

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A dispute arising from alleged clinical negligence or malpractice.

### **Personal injury cover**

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A sudden event directly causing You or a Family Member physical bodily injury or death.

### **Property protection cover**

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A dispute relating to visible property which You own following:

- an event which causes physical damage to Your visible property including Your residences listed in Your Policy Schedule:
- a public or private nuisance or trespass providing where any boundary is in dispute, You have proof of where the boundary lies

### **Tax protection cover**

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A formal enquiry into You or a Family Member's personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.



### **Work legal defence cover**

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An alleged act or omission of You or a Family Member that arises out of Your or a Family Member's work as an employee and results in:

- You or a Family Member being interviewed by the police or others with the power to prosecute;
- a prosecution brought against You or a Family Member in a court of criminal jurisdiction;
- a civil action brought against You or a Family Member for compensation for failure by a data controller to comply with certain data protection requirements under Section 13 of the Data Protection Act 1998;
- civil proceedings brought against You or a Family Member under unfair discrimination laws;
- a formal investigation or disciplinary hearing brought against You or a Family Member by a professional or regulatory body

### **Motor legal defence cover**

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Arising out of a motoring prosecution brought against You or a Family Member.

### **Attendance expenses cover**

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Arising out of Your or a Family Member being absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the appointed advisor or whilst on Jury service. The amount the Insurer will pay shall not exceed £10,000.

### **Identity theft cover**

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A dispute arising from the use of Your or a Family Member's personal information without permission in order to commit fraud or other crimes provided You or a Family Member contact ARAG's Identity Theft Resolution Service helpline as soon as You or a Family Member suspects that You or a Family Member's identity may have been stolen.

As a result of You or a Family Member becoming the victim of identity fraud, ARAG will negotiate:

- with credit referencing agencies, financial service providers, other creditors, debt collection agencies and any other organisations on behalf of You or a Family Member. ARAG will reimburse reasonable Communication Costs You or a Family Member will have to pay to reinstate Your or a Family Member's identity;
- with any organisation that has been fraudulently applied to for credit, goods or services in Your or a Family Member's name or including where any such organisation is seeking money or other remedy from or who are seeking money or other remedy;
- with a lender, in the event that a loan is rejected on the basis that they received incorrect credit information. ARAG will also pay, where applicable loan re-application fees;
- to remove or delete any civil or criminal judgments incorrectly registered against You or a Family Member or to challenge any information in a credit report

The Insurer will pay Your or a Family Member's loss of earnings for any unpaid leave taken to resolve an identity theft.

## Exclusions

In addition to the Policy exclusions, the following exclusions apply to this cover part of Your Policy.

### **Applicable to all Insured Events**

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House and Contents Legal Expenses Cover does not cover any claim arising from or relating to:

- Legal Costs and Expenses incurred without ARAG's consent;
- any actual or alleged act, omission or dispute happening before, or existing at the start of this cover part, and which You or a Family Member believed or ought reasonably to have believed could lead to a claim;
- an amount below £100;
- an allegation against You or a Family Member involving:
  - assault, violence or dishonesty, malicious falsehood;
  - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
  - illegal immigration; or
  - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences);
- a dispute with another Family Member;
- You or a Family Member's deliberate or reckless act;
- a judicial review;
- a dispute with Us or ARAG not dealt with under the Arbitration Condition;
- defamation;
- any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action. If ARAG alleges that by reason of this exclusion any liability or loss is not covered by this cover part, the burden of proving the contrary shall be upon You or a Family Member;
- a Group Litigation Order;
- the payment of fines, penalties or compensation awarded against You or a Family Member

### **Employment disputes cover**

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House and Contents Legal Expenses Cover does not cover any Employment disputes relating to:

- disputes arising solely from personal injury;
- defending a claim brought by Your or Your Family Member's other than defending an appeal.
- any claim other than a counter claim or appeal;
- Legal Costs and Expenses for an employer's internal disciplinary or an employee's grievance hearing;
- a compromise or settlement agreement between You or a Family Member's employer, unless such agreement arises from an ongoing claim under the policy;
- Your or a Family Member's employer's or ex-employer's pension scheme.

### **Disputes with domestic employees cover**

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House and Contents Legal Expenses Cover does not cover any Dispute with domestic employees claim arising from or relating to:

- disciplinary hearings or internal grievance procedures
- personal injury

- You or a Family Member pursuing a claim against Your or a Family Member's Domestic Employee other than a claim to recover possession of a part of Your or a Family Member's home or other accommodation provided by You or a Family Member's under a service occupancy agreement

#### **Contract disputes cover**

---

House and Contents Legal Expenses Cover does not cover any Contract disputes claim arising from or relating to:

- disputes with tenants or where You or a Family Member is the landlord;
- loans, mortgages, endowments, pensions, or any other banking, life or long-term insurance products, savings or investments;
- the business activities, trade, venture for gain, profession or employment of You or a Family Member; or
- a settlement due under an insurance Policy

#### **Personal injury cover**

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House and Contents Legal Expenses Cover does not cover any Personal injury claim arising from or relating to:

- a condition, illness or disease which develops gradually over time
- mental injury, nervous shock, depression or psychological symptoms where You or a Family Member has not sustained physical injury to their body
- defending any dispute other than an appeal

#### **Clinical negligence cover**

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House and Contents Legal Expenses Cover does not cover any Clinical negligence claim arising from or relating to:

- a contract dispute.
- defending any dispute other than an appeal

#### **Property protection cover**

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House and Contents Legal Expenses Cover does not cover any Property protection claim arising from or relating to:

- a contract entered into by You or a Family Member;
- any building or land other than Your residence(s) listed in Your Policy Schedule;
- a motor vehicle; or
- the compulsory purchase of, or demolition, restrictions, controls or permissions placed on Your property by any government, local or public authority.
- a dispute with any party other than the person(s) who caused the damage, nuisance or trespass
- defending a claim for damage to property other than defending a counter claim or appeal

### **Tax protection cover**

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House and Contents Legal Expenses Cover does not cover any Tax protection claim arising from or relating to:

- an investigation by the Fraud Investigation Service of HM Revenue and Customs;
- tax returns where HM Revenue and Customs levy a penalty or which contain careless and/or deliberate misstatements;
- where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to You or a Family Member's financial arrangements
- assets, monies or wealth outside of Great Britain and Northern Ireland
- a business or venture for gain of You or a Family Member

### **Work legal defence cover or Motor legal defence cover**

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House and Contents Legal Expenses Cover does not cover any Work legal defence or Motor legal defence claim arising from or relating to:

- owning a vehicle or driving without motor insurance or a valid driving licence; or
- a parking offence

### **Identity theft cover**

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House and Contents Legal Expenses Cover does not cover any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

## Conditions

House and Contents Legal Expenses Cover is provided by ARAG, subject to the following:-

The Insured Event occurs within the Territorial Limit.

The claim must always have Reasonable Prospects of Success and be reported to ARAG;

- during the Policy Period; and
- as soon as You or a Family Member first becomes aware of circumstances which could give rise to a claim under this cover part

Unless there is a conflict of interest You or a Family Member must always agree to use the Appointed Advisor nominated by ARAG in any claim:

- to be heard by the Small Claims Court; and/or
- before proceedings have been or need to be issued

Any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licencing body; or mediation agreed with ARAG.

A claim is considered to be reported to ARAG when ARAG has received Your or a Family Member's fully completed claim form.

Where the Insurer's risk is affected by You or a Family Member's failure to keep to these conditions the Insurer can cancel Your Policy, refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to recover Legal Costs and Expenses from You or a Family Member if this happens.

Before making the claim, You or the Family Member must:

- keep to the terms of this cover part;
- tell ARAG immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve the claim in Your or a Family Member's favour;
- cooperate fully with ARAG, give the Appointed Advisor any instructions ARAG require, and keep them updated with progress of the claim and not hinder them;
- take reasonable steps to claim back Legal Costs and Expenses, employment tribunal and employment appeal tribunal fees and, where recovered, pay them to the Insurer;
- keep Legal Costs and Expenses as low as possible;
- allow the Insurer at any time to take over and conduct in Your or a Family Member's name, any claim

In certain circumstances as set out in the following bullet point below You or a Family Member may choose an Appointed Advisor. In all other cases no such right exists and ARAG shall choose the Appointed Advisor.

- You or a Family Member may choose an Appointed Advisor if:
  - ARAG agree to start proceedings or proceedings are issued against You or a Family Member, or
  - there is a conflict of interest,except where Your or a Family Member's claim is to be dealt with by the Small Claims Court where ARAG shall choose the Appointed Advisor

Where Your or a Family Member wishes to exercise the right to choose, You or a Family Member must write to ARAG with Your or their preferred representative's contact details.

Where You or a Family Member chooses to use a preferred representative, the Insurer will not pay more than ARAG agree to pay a solicitor from ARAG's panel. (ARAG's panel solicitor firms are chosen with care and ARAG agree special terms with them which may be less than the rates available from other firms.)

If You or a Family Member dismiss the Appointed Advisor without good reason, or withdraw from the claim without ARAG's written agreement, or if the Appointed Advisor refuses with good reason to continue acting for You or a Family Member, cover will end immediately.

In respect of a claim under Employment cover, Disputes with domestic employees cover, Contract cover, Personal injury cover or Clinical negligence cover You or a Family Member enters into a Conditional Fee Agreement or the Appointed Advisor enters into a Collective Conditional Fee Agreement, where legally permitted. You or a Family Member must agree to ARAG having sight of the Appointed Advisor's file relating to Your or a Family Member's claim. You or a Family Member are considered to have provided consent to ARAG or ARAG's appointed agent to have sight of their file for auditing and quality control purposes.

Your Family Member must have Your agreement to claim under this section.

The Insurer has the right to settle the claim by paying the reasonable value of You or a Family Member's claim.

The Insurer has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between You or a Family Member and an employer or ex-employer under Insured Event 1 Employment cover and/or between You or a Family Member and a domestic employee under Insured Event 2 Disputes with domestic employees cover.

You or a Family Member must not negotiate, settle the claim or agree to pay Legal Costs and Expenses without ARAG's written agreement.

If You or a Family Member refuses to settle the claim following advice to do so from the Appointed Advisor, the Insurer reserves the right to refuse to pay further Legal Costs and Expenses.

You or a Family Member must settle Communication Costs arising from Insured Event Identity theft in the first instance and make a receipted claim to ARAG for reimbursement.

ARAG may require You or a Family Member to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports You or a Family Member then the Insurer will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by ARAG, then the Insurer will pay for a final opinion which shall be binding on the You or a Family Member and ARAG.

All legal instruments and rules referred to within this cover part shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

It is agreed by You or a Family Member that any information provided to ARAG regarding You or a Family Member will be processed by ARAG in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

A person who is not You or a Family Member under this contract has no right to enforce the terms and conditions of this cover part under the Contracts (Rights of Third Parties) Act 1999.

## House and Contents Home Emergency Cover

House and Contents Home Emergency Cover only applies to Your Policy if House and Contents Legal Expenses Cover is shown in Your Policy Schedule.

This cover part is administered by ARAG plc under a binding authority agreement with Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference BO356KA233D12A000 or replacement thereof). BSL's liability is several and they are liable for their proportion of liability in respect of this cover part only and have no liability for any other insurers proportion or in respect of any other cover part of this Policy.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG is authorised and regulated by the Financial Conduct Authority firm registration number 452369. Brit Syndicate Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is registered in England and Wales number 02763688. Registered address: 55 Bishopsgate, London, EC2N 3AS.

Brit Syndicate Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 204930.

FCA registration can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on **0800 111 6768** (freephone), or **0300 500 8082**.

This part of Your Policy provides insurance in respect of House and Contents Home Emergency Cover for You unless stated otherwise in Your Policy or an exclusion applies.

## Definitions

The following words used in this cover part have the special meaning defined here. Throughout this cover part of the Policy, defined terms will be capitalised when used.

**ARAG** means ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN, acting on behalf of the Insurer or its appointed agent.

**Central Heating Boiler** means a boiler:

- located in any of Your residences (or connecting garage) listed in Your Policy Schedule, and
- which has been serviced no more than twelve months prior to the date of Your or a Family Member's Home Emergency

**Contractor** means the contractor or tradesperson chosen by ARAG to respond to Your Home Emergency. Where ARAG cannot locate a suitable Contractor or tradesperson ARAG reserve the right to appoint one of Your choosing.

**Emergency Costs** means costs reasonably and properly charged by the Contractor.

**Home Emergency** means a sudden unexpected event which clearly requires immediate action in order to:

- prevent damage or avoid further damage to any of Your residences listed in Your Policy Schedule;
- render any of Your residences listed in Your Policy Schedule safe or secure;
- restore the main services to any of Your residences listed in Your Policy Schedule;
- alleviate any health risk to You

**Insured Event** means Main heating system cover, Plumbing and drainage cover, Home security cover, Toilet unit cover, Domestic power supply cover, Vermin infestation cover.

**Insurer** means Brit Syndicate 2987 at Lloyd's the underwriter of this cover part under unique market reference B0356KA233D12A000.

**Territorial Limit** means the United Kingdom, Channel Islands and the Isle of Man.

**Vermin** means brown or black rats, house or field mice, and cockroaches, wasps' or hornets' nests.

## How We Will Pay Your Claim

### **Limit of Indemnity**

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The maximum amount the Insurer will pay in respect of all claims related by time or original cause is £1,000.

Home Emergency Cover with ARAG has been arranged by Us for Your convenience. You are responsible for the payment of any fees or costs resulting from the use of these services not covered by Your insurance.

### **Insured Events**

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The Insurer will pay You or a Family Member's Emergency Costs up to the Limit of Indemnity for the following Insured Events.

### **Main heating system cover**

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The total failure or complete breakdown whether or not caused by accidental damage, of the main heating system (including a Central Heating Boiler, all radiators, hot water pipes and water storage tanks) in any of Your residences listed in Your Policy Schedule.



**Plumbing and drainage cover**

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The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within any of Your residences listed in Your Policy Schedule which results in a Home Emergency.

**Home security cover**

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Damage, whether or not caused accidentally, to or the failure of external doors, windows or locks which compromises the security of any of Your residences listed in Your Policy Schedule.

**Toilet unit cover**

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Breakage or mechanical failure of the toilet bowl or cistern resulting in loss of function in any of Your residences listed in Your Policy Schedule.

**Domestic power supply cover**

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The failure, whether or not caused accidentally, of the domestic electricity or gas supply to any of Your residences listed in Your Policy Schedule.

**Vermin infestation cover**

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Vermin causing either damage inside any of Your residences listed in Your Policy Schedule or a health risk to You.

## Exclusions

In addition to the Policy exclusions, the following exclusions apply to this cover part of Your Policy. House and Contents Home Emergency Insurance does not cover any claim arising from or relating to:

- Emergency Costs which have been incurred before ARAG accept a claim;
- an Insured Event which happens within the first 48 hours of cover if You take out this cover part at a different date from Your Policy;
- Emergency Costs incurred where there is no one at a residence listed in Your Policy Schedule which is the subject of a claim, when the Contractor arrives;
- any matter occurring prior to, or existing at the start of this cover part, and which You believed or ought reasonably to have believed could give rise to a claim under this cover part;
- any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions;
- a main heating system (including a Central Heating Boiler), which is more than 15 years old;
- Warm air or solar heating systems; or
- boilers with an output over 60Kw/hr;
- the cost of making permanent repairs including any redecoration or making good the fabric of any of Your residences listed in Your Policy Schedule
  - i) once the emergency situation has been resolved
  - ii) arising from damage caused in the course of the repair or investigation of the cause of the Insured Event or in gaining access to any of Your residences listed in Your Policy Schedule;
- the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply;
- the failure to maintain any system or equipment or the replacement of parts that suffer wear and tear over time;
- outbuildings or cess pits (other than where the outbuilding is used as a residential dwelling or for Your profession or trade), fuel tanks or septic tanks;
- goods or materials covered by a manufacturer, suppliers or installers warranty;
- the failure of equipment or facilities which is as a result of them not being installed, maintained or serviced in accordance with statutory regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use;
- any costs beyond ARAG's fair share (rateable proportion) if You or a Family Member can access emergency assistance under any other Policy or if emergency assistance would have been available to You or a Family Member under another Policy if this cover part did not exist;
- subsidence, landslip or heave;
- a property that is not Your dwelling at any of Your residences listed in Your Policy Schedule;
- blockage of supply or waste pipes to any of Your residences listed in Your Policy Schedule due to freezing weather conditions

## Conditions

House and Contents Home Emergency Cover is provided by ARAG, subject to the following:-

The Insured Event occurs within the Territorial Limit.

The claim is reported to ARAG during the Policy Period and as soon as possible and within 48 hours after You first become aware of a Home Emergency.

You always agree to use the Contractor chosen by ARAG unless ARAG appoint one of Your choosing.

You must:

- observe and keep to the terms of the cover part;
- not do anything that hinders ARAG or the Contractor;
- tell ARAG immediately after first becoming aware of a Home Emergency;
- tell ARAG immediately of anything that may materially alter their assessment of the claim
- cooperate fully with the Contractor and ARAG;
- provide ARAG with everything they need to help them handle the claim;
- take reasonable steps to recover Emergency Costs that ARAG pays and pay to them all costs that are recovered should these be paid to You;
- minimise any Emergency Costs and try to prevent anything happening that may cause a claim; and
- allow ARAG at any time to take over and conduct in Your name any claim, proceedings or investigation;
- not settle the Contractor's invoice or agree to pay Emergency Costs that You or a Family Member wish to claim for under this cover part without ARAG's agreement.
- be able to prove that the Central Heating Boiler has been serviced within twelve months prior to a Home Emergency claim

ARAG must give its consent to incur any Emergency Costs. ARAG does not accept any liability for Emergency Costs incurred without its consent.

You or a Family Member must not settle the Contractor's invoice or agree to pay Emergency Costs that You wish to claim for without ARAG's agreement.

You agree that any information provided to ARAG regarding You will be processed by ARAG, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

A person who is not You or a Family Member under this contract has no right to enforce the terms and conditions of this cover part under the Contracts (Rights of Third Parties) Act 1999.

# Annual Travel Cover

Annual Travel Cover only applies to Your Policy if shown in Your Policy Schedule.

This part of Your Policy provides insurance against losses relating to Personal accident, Overseas Medical Expenses and Emergency Repatriation Expenses, Delayed Personal Property and Cancellation and Curtailment expenses on a Journey to anywhere in the world unless stated otherwise in Your Policy or an exclusion applies.

## Definitions

The following words used in this cover part have the special meaning defined here. Throughout this cover part of the Policy, defined terms will be capitalised when used.

**Bodily Injury** means injury which is caused solely by Accidental means and which solely and independently of any other cause results directly in the Accidental death, Loss of Limb(s), Loss of Eye(s), Total Loss of Hearing, Total Loss of Speech or Permanent Total Disablement of You or a Family Member within 24 months from the date of the Accident. Bodily Injury does not include post traumatic stress disorder.

**Accident** means a sudden unforeseen and fortuitous identifiable event and the word Accidental shall be construed accordingly.

**Loss of Limb(s)** means:

- in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; and
- in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire arm or hand

**Loss of Eye(s)** means total, permanent and irrecoverable loss of sight in one or both eyes.

**Total Loss of Hearing** means total, permanent and irrecoverable loss of hearing in both ears.

**Total Loss of Speech** means total, permanent and irrecoverable loss of speech.

**Permanent Total Disablement** means that during the 24 months immediately following Your or a Family Member's Accident You or a Family Member are totally unable to work in any occupation for which You are suited by experience, education or training and at the end of that time there is no prospect of improvement.

**Journey** means a trip outside the United Kingdom of up to 90 consecutive days which commences during the Policy Period. It also means a trip wholly within the United Kingdom if it includes a pre-booked flight or a minimum of two nights away from Your or a Family Member's normal place of Residence in paid accommodation. Cover commences from departure of Your or a Family Member's normal place of Residence in the United Kingdom until arrival back at Your or a Family Member's normal place of Residence in the United Kingdom.

**Business Colleague** means any person who works at Your or a Family Member's place of business and who if both You or a Family Member and that person were both away from work at the same time would prevent the business from running effectively.

**Close Relative** means You or a Family Member's spouse, partner, legal guardian, father, mother, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild.

**Delayed Personal Property** means Personal Property which is temporarily lost during a Journey and is outside Your or a Family Member's control for at least 12 hours.

**Emergency Repatriation Expenses** means the additional costs necessarily incurred by Our selected specialist partners in repatriating You or a Family Member to the most suitable Hospital or to Your or a Family Member's Residence in the United Kingdom.

**Hospital** means any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where You or a Family Member is under the constant supervision of a Qualified Medical Practitioner.

**In-Patient** means You or a Family Member who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission to a Hospital is necessary for the medical care and treatment of an illness or Bodily Injury and not merely for any form of nursing convalescence rehabilitation rest or extended care.

**Kidnap** means the wrongful abduction and holding under duress, or by fraudulent means, of You or a Family Member by any person(s) or group making a ransom demand or series of ransom demands for the release of You or a Family Member.

**Overseas Medical Expenses** means reasonable costs necessarily incurred outside the United Kingdom for Hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Qualified Medical Practitioner.

**Personal Property** means personal goods belonging to You or a Family Member which are taken on a Journey.

**Qualified Medical Practitioner** shall mean a doctor or specialist who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice and who is not You or a Family Member or a Close Relative.

**Residence** shall mean the place where You or a Family Member permanently resides.

**United Kingdom** shall mean England, Scotland, Wales and Northern Ireland excluding the Isle of Man and the Channel Islands. For the purposes of this Policy the United Kingdom shall be regarded as a single country. For policyholders resident in the Isle of Man or Channel Islands, the term United Kingdom shall be deleted and replaced by Isle of Man or Channel Islands (whichever is applicable) throughout the Annual Travel Cover section.

## Covers

### **Personal accident**

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In the event You or a Family Member suffers Bodily Injury during a Journey which results in:

- Accidental death;
- Loss of Limb(s);
- Loss of Eye(s);
- Total Loss of Hearing;
- Total Loss of Speech; or
- Permanent Total Disablement

We will pay You or a Family Member or, in the event of Accidental death, the estate, £50,000.

### **Overseas Medical Expenses and Emergency Repatriation Expenses**

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If You or a Family Member incurs Overseas Medical Expenses or Emergency Repatriation Expenses as a result of Bodily Injury, injury or illness during a Journey, We will indemnify You or a Family Member or Our selected specialist partners, as appropriate, up to £10,000,000 per insured person.

We do not cover any such expenses incurred after 12 months from the time of incurring the first expense. A Deductible of £500 applies to each and every covered loss under the **Overseas Medical Expenses and Emergency Repatriation Expenses coverage**.

### **Delayed Personal Property**

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In the event of Delayed Personal Property We will pay up to £1,000 in total for reasonable expenses incurred by You or a Family Member in purchasing essential replacement clothing or toiletry articles.

Any such expense paid by Us will be deducted from the total amount paid under any Chubb Contents Cover should the Personal Property prove to be permanently lost.

### **Cancellation and Curtailment expenses**

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We will indemnify You or a Family Member up to £10,000 each in respect of irrecoverable costs for Your or a Family Member's unused travel and accommodation expenses, paid or contracted to be paid, in the event the original planned Journey is cancelled or curtailed as a result of:

- You or a Family Member sustaining Bodily Injury, injury or illness;
- the death, injury or illness of Your, or a Family Member's Close Relative or Business Colleague;
- compulsory quarantine, jury service, subpoena, kidnapping or hijacking involving You or a Family Member or Your or a Family Member's Close Relative or Business Colleague;
- cancellation or curtailment of scheduled public transport services consequent upon strike, riot or civil commotion;
- Your or a Family Member's presence being required at Your normal place of Residence in the United Kingdom following a covered loss under Your Chubb Masterpiece home insurance

- Policy or any other Chubb home insurance Policy and Your or a Family Member's presence is necessary to protect Your normal place of Residence in the United Kingdom from further loss or damage, or to assist with the settlement of the claim;
- Your normal place of Residence in the United Kingdom or planned and pre-booked temporary accommodation outside the United Kingdom for Your or a Family Member's Journey being rendered uninhabitable due to fire, storm, flood, subsidence, or malicious damage;
  - inability to travel for at least 12 hours as a result of:
    - cancellation of scheduled public transport services due to adverse weather conditions where no alternative is available;
    - industrial action;
    - mechanical breakdown of public transport;
    - grounding of an aircraft due to a mechanical or structural defect;
  - the posting overseas or emergency and unavoidable requirements of duty of You or a Family Member in the armed forces, police, nursing or ambulance services;
  - the redundancy of You or a Family Member, notified after the date this Policy is effected and qualifying for payment under the Redundancy Payments Act;
  - the recommendation before or during a Journey of government officials of a country in which You or a Family Member is travelling or to which they have booked to travel that a particular group of individuals which include You or a Family Member should leave or not travel to that country or one of its regions for safety reasons;
  - the issuance before a Journey of travel advice by the British Government through its Foreign and Commonwealth Office recommending against 'all' or 'all but essential' travel to a country or one of its regions in which You or a Family Member are travelling or has pre-booked to travel to; or
  - the recommendation during a Journey by the British Government through its Foreign Commonwealth Office that You or a Family Member exit or consider exiting the country or one of its regions in which You or a Family Member is travelling due to their personal safety and security being at risk

A Deductible of £500 applies to each and every covered loss under the **Cancellation and Curtailment expenses** coverage.

There is no Deductible for the following covers unless stated otherwise.

### **Coma benefit**

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If You or a Family Member suffer Bodily Injury on a Journey which results in a continuous unconscious state, We agree to pay the unconscious person £140 for each full week of continuous unconsciousness, up to a maximum period of 104 weeks.

### **Disappearance**

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If You or a Family Member disappears and after a suitable period of time it is reasonable to believe that You or the Family Member have died as a result of Bodily Injury, We will pay the benefit available under the Personal accident cover, subject to a signed undertaking that if the belief is subsequently found to be incorrect the benefit will be refunded.

## **Exposure**

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Death or injury to You or a Family Member as a direct result of exposure to the elements shall be deemed to have been caused by Bodily Injury and the benefit under the Personal accident cover will be available for payment if the conditions of the cover are met.

## **Kidnap**

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If during the Policy Period You or a Family Member are the victim of a Kidnap on a Journey, this Policy will continue for such kidnapped person until such time as they have returned to their normal place of Residence in the United Kingdom or until a period of 12 months from the date of the Kidnap has expired, whichever shall first occur.

We will pay You or a Family Member who has been kidnapped £500 for each complete 24 hour period that You or a Family Member is forcibly or illegally detained as the result of a Kidnap, up to a maximum period of 50 days.

## **Hospitalisation expenses**

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For each full week that You or a Family Member are admitted to a Hospital as an In-Patient as a result of Bodily Injury on a Journey, We will pay the hospitalised person £50 per day, up to a maximum of £500 each Policy Period.

## **Continuation of medical expenses**

---

If You or a Family Member are repatriated under the Overseas Medical Expenses and Emergency Repatriation Expenses cover, We will pay the costs of Hospital In-Patient medical charges incurred by the hospitalised person within the two months immediately following the date of repatriation, up to a maximum of £1,000.

## **Business expenses**

---

We will pay You or a Family Member up to £1,000 for the cost of travel and accommodation expenses for You or a Family Member or a Business Colleague to complete essential business commitments that were unfinished as a direct result of You or a Family Member sustaining Bodily Injury or illness during a Journey.

## **Travel expenses**

---

If You or a Family Member suffers Bodily Injury or illness during a Journey, We will pay for the reasonable additional costs necessarily incurred for one or more of the following, up to a maximum of £25,000:

- travel and accommodation expenses of any relative or friend who on the advice of a Qualified Medical Practitioner is required to travel or to remain with You or a Family Member, up to a maximum of two persons;
- funeral expenses incurred in the burial of You or a Family Member outside the United Kingdom;



- costs incurred in transporting the body or ashes of You or a Family Member and such person's personal property back to the United Kingdom;
- additional travel and accommodation expenses incurred by You or a Family Member in returning to the United Kingdom to attend the funeral of a Close Relative in the United Kingdom

We do not cover such expenses incurred after 12 months from the time of incurring the first expense. A Deductible of £500 applies to each and every covered loss under the Travel expenses coverage.

### **Passport indemnity**

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If Your or a Family Member's passport is lost, stolen or destroyed during a Journey, We will indemnify You or a Family Member for additional travel and accommodation expenses necessarily incurred in obtaining a replacement passport, visa or its temporary replacement, up to a maximum of £1,000.

### **Travel delay**

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If You or a Family Member is late arriving at Your intended destination due directly to the cancellation or delay of a pre-booked scheduled flight as a result of strike, breakdown or weather conditions, We will pay the delayed person the following amounts:

- more than 4 hours delay, £50;
- between 12 & 24 hours delay, £100; or
- in excess of 24 hours delay, £200

### **Missed departure**

---

We will indemnify You or a Family Member up to £1,000 each for reasonable travel and accommodation expenses if You or a Family Member are unable to reach the original departure point on the outward or return part of a Journey as a result of the failure of public transport services or the breakdown of a vehicle in which You or a Family Member were travelling, provided that:

- You or a Family Member will have allowed adequate Journey time for arrival at the departure point at or before the recommended time;
- You or a Family Member will have obtained from an appropriate authority confirmation of the reason and duration of the delay; and
- in the event of vehicle breakdown, the vehicle was properly serviced and maintained before the breakdown

### **Disaster expenses**

---

We will indemnify You or a Family Member up to £1,000 each for reasonable, irrecoverable travel and accommodation expenses if You or a Family Member are required to:

- transfer to alternative accommodation in order to continue a Journey outside the United Kingdom; or

- return to the United Kingdom if a Journey cannot be continued, in the event Your or a Family Member's planned and pre-booked accommodation outside the United Kingdom has become uninhabitable due to fire, lightning, explosion, earthquake, storm, tempest, hurricane or flood, which has been confirmed in writing by the local or national emergency services

This cover will not be payable in addition to Cancellation and Curtailment expenses.

## **Winter sports**

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The covers Ski hire, Ski pack, Piste closure and Avalanche closure apply to a Journey which involves skiing or snowboarding:

### **Ski hire**

We will indemnify You or a Family Member up to £1,000 for the necessary hire of skis or a snowboard following:

- loss or breakage of skis or a snowboard owned by You or a Family Member during transit on a Journey; or
- the misdirection during transit on a Journey of the skis or snowboard owned by You or a Family Member resulting in being deprived of their use for a minimum of six hours

### **Ski pack**

We will indemnify You or a Family Member up to £1,000 for the proportionate value of any ski pass, hire or tuition fee necessarily unused due to:

- Accident or illness of You or a Family Member; or
- loss or theft of a ski pass

### **Piste closure**

We will indemnify You or a Family Member up to £1,000 in the event of a lack of snow or excessive snowfall during the official ski season at the holiday resort where You or a Family Member are staying, and no alternative being available, and it is not possible to ski for a period in excess of 12 hours.

## **Avalanche closure**

---

We will indemnify You or a Family Member up to £1,000 for additional travel and accommodation expenses as a direct result of avalanche in Your ski resort during the official ski season.

This benefit will not be payable in addition to Cancellation and Curtailment expenses.

## Exclusions

In addition to the Policy exclusions, the following exclusions apply to this cover part of Your Policy.

- 1** We do not cover any expenses arising from illness incurred if You or a Family Member:
  - are travelling against the advice of a Qualified Medical Practitioner;
  - are travelling for the purpose of obtaining medical treatment;
  - are travelling where a terminal prognosis has been given;
  - incur costs for a condition that was awaiting diagnosis before the trip commenced, or for costs incurred for conditions existing before the trip commenced that required Hospital or specialist treatment. Treatment means the administration or application of remedies to a patient for an illness or disease; or medicinal or surgical management
  
- 2** We do not cover Bodily Injury or any other loss or damage as a result of any of the following activities:
  - scuba diving to depths of more than 30 metres;
  - hang-gliding or para-gliding;
  - parachuting;
  - parascending other than over water;
  - mountaineering or rock climbing normally requiring the use of guides or ropes;
  - pot-holing;
  - racing of any kind other than on foot or swimming;
  - bungee jumping; or
  - microlighting
  
- 3** We do not cover Bodily Injury or any other loss or damage to You or a Family Member while engaged in flying or other aerial activity, except as a passenger.
  
- 4** We do not cover Bodily Injury to You or a Family Member as a result of participating in any sport as a professional.
  
- 5** We do not cover Bodily Injury to You or a Family Member as a result of engaging in active service in any of the armed forces of any nation.
  
- 6** We do not cover dental or optical expenses unless incurred as the result of an emergency during a Journey.
  
- 7** We do not cover loss for Delayed Personal Property due to confiscation by customs or any other authority.

- 8** No cover is provided under this Policy and no benefits shall be payable in respect of an Insured Journey in, to or from Iran.
- 9** We do not cover Bodily Injury or illness to You or a Family Member resulting from committing suicide, attempting to commit suicide or intentionally inflicting self harm.
- 10** We do not cover any Overseas Medical Expenses incurred for treatment that continued for a period of more than one month from the date the expense was first incurred which was not notified to and pre-approved by Our selected specialist partners.
- 11** We do not cover any Emergency Repatriation Expenses incurred without the prior approval of Our selected specialist partners.
- 12** We do not cover any Overseas Medical Expenses provided after Our selected specialist partners, based on the advice of a Qualified Medical Practitioner, has recommended the repatriation of You or a Family Member to the United Kingdom.
- 13** We do not cover Cancellation and Curtailment expenses where the conditions or circumstances leading to cancellation or curtailment of a Journey were in existence or reasonably foreseeable prior to the booking or commencement of the Journey.
- 14** Cover for You or a Family Member will cease on the expiry date of Your Policy following such person's 75th birthday or any earlier cancellation of the cover.
- 15** We do not cover Bodily Injury, illness or any other loss or damage resulting from You or a Family Member being under the influence of drugs, except for drugs prescribed by a Qualified Medical Practitioner.
- 16** We do not cover any Bodily Injury or illness resulting from a person entering any country or region that the British Government through its Foreign and Commonwealth Office has prior to a person entering the country or region recommended against 'all' or 'all but essential' travel in, to or through.
- 17** If a person remains in a country or region the British Government through its Foreign and Commonwealth Office has recommended against 'all' or 'all but essential' travel in, to or through more than 48 hours after the recommendation has been given, We do not cover any Bodily Injury or illness resulting from a person continuing to remain in that country or region.

## Conditions

In addition to the Policy conditions, the following conditions apply to this cover part of Your Policy.

- 1** Where an insured person is under 16 years of age at the time of accidental death the sum insured shown in the Personal accident cover for accidental death shall not exceed £7,500.
- 2** This insurance is excess of any other insurance.
- 3** You or a Family Member must inform Our selected specialist partners as soon as reasonably possible of any situation that may give rise to You or a Family Member requiring In-Patient treatment.
- 4** In the event of any circumstance, which could give rise to a claim, You or a Family Member must:
  - give notice to Us by the most expeditious means;
  - confirm the facts in writing as soon as possible, with as much information as is available to You or a Family Member;
  - provide Us or Our appointed representatives in a timely manner all information reasonably required, including all documentation and records necessary to establish and assess Your loss;
  - prove the loss to Our reasonable satisfaction;
  - immediately forward to Us or Our representatives any letter, writ or other document received in connection with any claim made under this Policy; and
  - assist Us and concur with all reasonable arrangements for medical and other advisers to examine You or a Family Member with respect to the claim

We reserve the right to:

- take such steps as deemed necessary to prevent, mitigate or minimise a loss;
- pursue all rights or remedies available to You or a Family Member against anyone responsible for the loss, whether or not a covered loss has been paid; and
- require independent medical examinations of You or a Family Member involved in a loss





# Chubb. Insured.<sup>SM</sup>

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