



# PRESTIGE

UNDERWRITING SERVICES LTD



# Coverall

POLICY WORDING

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **You** sustain or legal liability **You** incur for accidents happening during the period shown in the **Schedule**.

When drawing up this policy, **We** have relied on the information and statements which **You** have provided when **You** applied for the insurance.

**The insurance relates ONLY to those sections of the policy which are shown in the Schedule as being included.**

The Written agreement allows Prestige Underwriting Services Limited to sign and issue this policy on behalf of AXA Insurance UK plc for Sections one – eight only. Section nine is insured by Financial & Legal Insurance Company Limited.

#### **Main Business of Insurer Statement**

AXA is a world leader in wealth management and financial protection, managing funds worth more than €1,315 billion (as at 31st December 2006). It operates in around 50 countries and serves 52 million customers worldwide.

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

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## Introduction

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This policy, **Schedule** and any **Endorsement** applying to **Your** policy form **Your** Prestige Coverall scheme Insurance document.

This document sets out the conditions of the contract of insurance between **You** and **Us**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that

- **You** are clear which sections **You** have requested and want to be included;
- **You** understand what each section covers and does not cover;
- **You** understand **Your** own duties under each section and under the insurance as a whole.

Please contact **Your broker or agent** immediately if this document is not correct or if **You** would like to ask any questions.

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## Definitions

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Each of the words and phrases listed below will have the same meaning wherever they appear in bold in this insurance.

<b>You / Your / Insured/ Your Family</b>	The person or persons named in the <b>Schedule</b> , <b>Your</b> domestic partner, children, <b>Domestic Staff</b> , and any other person permanently living with <b>You</b> and not paying commercial rent.
<b>We / Us / Our</b>	Prestige Underwriting Services Limited (Prestige Home) on behalf of AXA Insurance UK plc (other than for Section nine Legal Expenses – refer to this Section definition separately)
<b>Your broker or agent</b>	The adviser who placed this Insurance on your behalf.
<b>Domestic Staff</b>	A person employed to carry out domestic duties associated with <b>Your Home</b> and not employed by <b>You</b> in any capacity in connection with any trade profession or employment.
<b>Schedule</b>	The <b>Schedule</b> is part of this insurance and contains details of <b>Your premises</b> , the sums insured, the <b>Period of Insurance</b> and the sections of this insurance which apply.
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Period of Insurance</b>	The length of time for which this insurance is in force, as shown in the <b>Schedule</b> and for which <b>You</b> have paid and <b>We</b> have accepted a premium.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete. Or if built during 1980 or after, timber-framed AND roofed with slates, tiles, metal, asbestos, asphalt or concrete unless otherwise agreed by <b>Endorsement</b> .
<b>Buildings</b>	<ul style="list-style-type: none"><li>• The <b>Home</b> and its decorations</li><li>• fixtures and fittings attached to the <b>Home</b></li><li>• permanently installed swimming pools (but not swimming pool covers), tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks <b>You</b> own or for which <b>You</b> are legally responsible within the <b>Premises</b> named in the <b>Schedule</b>.</li></ul>
<b>Premises</b>	The address which is named in the <b>Schedule</b> .
<b>Home</b>	The private dwelling of <b>Standard Construction</b> and the garages and outbuildings used for domestic purposes at the <b>Premises</b> shown in the <b>Schedule</b> .
<b>Contents</b>	Household goods and personal property, within the <b>Home</b> , which are <b>Your</b> property or which <b>You</b> are legally responsible for. <b>Contents</b> includes: <ul style="list-style-type: none"><li>• tenant's fixtures and fittings</li><li>• radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>Home</b></li><li>• property in the open but within the <b>Premises</b> up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>Home</b>)</li><li>• <b>Money and credit cards</b> up to £300 in total</li></ul>

- deeds and registered bonds and other personal documents up to £1500 in total
- stamps or coins forming part of a collection up to £1250 in total
- gold, silver, gold and silver plated articles, jewellery and furs up to £5000 or 10% of the sum insured for **Contents** whichever is the greater, within the private dwelling
- The limit on any one item or **Collection** is £2500 or 10% of the sum insured whichever the greater.
- pedal cycles up to £300 for any one cycle
- domestic oil in fixed fuel oil tanks up to £750

**Contents** does NOT include:

- motor vehicles (other than domestic garden machinery and remote controlled models or toys), caravans, trailers or watercraft, or aircraft or their accessories
- any living creature
- trees, bushes, plants or shrubs other than those normally kept in the **Home**
- any part of the **Buildings**
- any property held or used for business purposes other than office equipment up to £5,000 in total
- any property insured under any other insurance.

**Bodily injury**

**Bodily injury** includes death or disease.

**Sanitary ware**

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

**Valuables**

- jewellery
- furs
- gold, silver and gold and silver plated articles
- pictures.

**Personal possessions**

Clothing, baggage, guns, sports equipment and other similar items normally worn, used or carried about the person and all of which belong to **You**

**Personal possessions** does NOT include:

- **Money** and **Credit cards**
- pedal cycles.

**Money**

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers and gift tokens
- all held for private or domestic purposes.

**Credit cards**

**Credit cards**, charge cards, debit cards, bankers cards and cash dispenser cards issued in the United Kingdom and belonging to **You**.

**United Kingdom**

The **United Kingdom** will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and journeys between these countries.

**Business Equipment**

Computers, keyboards, visual display units and printers, word-processing equipment, desktop publishing units, multi-user small business computers, facsimile machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment and office equipment owned by **You** used in connection with a business that may be run from the private residence forming part of the **Home** within the **Premises** shown as the risk address in the **Schedule**

**Collection**

A group of more than ten items of a similar or identical type

**Europe**

Anywhere in Europe, Jordan, Madeira, the Canary or Mediterranean Islands and those countries bordering the Mediterranean

**Excess**

The first part of any claim **You** have to bear

**Policy**

The insurance contract between **You** and **Us** which is based upon the proposal form and declaration which **You** agreed and whose terms are contained in this **Policy** wording, the **Schedule** and any applicable **Endorsements**

**Unoccupied**

Not lived in by **You** or by any other person to whom **You** have given **Your** permission

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## General Conditions applicable to the whole of this insurance

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Each **Home** included under this insurance is considered to be covered as if separately insured. **You** and **Your Family** must comply with the following general conditions to have full protection of the **Policy**.

If **You** or **Your Family** do not comply with them **We** may at **Our** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of the claim payment.

### Your duties

#### 1. Keeping **Your** sums insured at the correct level

**You** must at all times keep the sums insured at a level which represents the full value of the property insured

Full value means:

for the **Buildings**:

the estimated cost of rebuilding if the Buildings were completely destroyed

*This is not the market value*

for the **Contents**:

The current cost as new (other than clothes furs and household linen)

For clothes furs and household linen the current cost as new less an appropriate allowance for wear and tear

#### 2. Changes in **Your** circumstances

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

- change of address
- structural alteration to **Your Home**
- if **You** or **Your Family** intend to let or sub-let **Your Home**
- if **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes
- if **Your Home** will be **Unoccupied**
- if **You** or **Your Family** have been declared bankrupt or have received a police caution for or been charged with but not yet tried for any offence other than driving offences

We will then advise **You** of any change in terms

If **You** are in any doubt please ask **Your Broker** or **Agent**

#### 3. Taking care of **Your** Property

**You** and **Your Family** must take and cause to be taken all reasonable precautions to avoid injury loss or damage and take and cause to be taken all practicable steps to safeguard all the property insured from loss or damage

**You** must maintain the property insured in good repair

If **You** fail to comply with any of the above duties this insurance may become invalid.

#### 4. Your Duty

It is **Your** duty to ensure that the terms and conditions of this **Policy** are duly observed and complied with by **You**

### Cancelling **Your** Cover

#### Statutory Cancellation Rights

**You** may cancel this **Policy** within 14 days of receipt of the **Policy** documents (new business) or the renewal date (the **Cancellation Period**) by writing to **Us** during the **Cancellation Period**:

There is no refund of premium in the event of a total loss claim. However in all other causes **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**

In the event of a total loss if **You** are paying by instalments **You** will either have to continue with the instalment payments until the **Policy** renewal date or **We** may at **Our** discretion deduct the outstanding instalments due from any claim payment made

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## General Conditions applicable to the whole of this insurance

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### Cancellation Outside The Statutory Period

**You** may cancel this **Policy** at any time by providing written notice to **Your** broker or agent.

Providing **You** have not incurred eligible claims during the period **We** have been on cover **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**

If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the **Policy** renewal date or **We** may at **Our** discretion deduct the outstanding instalments due from any claim payment made

**We** reserve the right to cancel the **Policy** by providing 30 days prior written notice by registered post to **Your** last known address. Any premium refund will be calculated in accordance with the above

### Non payment of premiums

**We** reserve the right to cancel this **Policy** immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments

### Premiums paid and up to date

#### PAYMENTS BY DIRECT DEBIT

If the premiums are paid monthly these will be collected on the cover start date of the insurance shown in the schedule and on the same day of each following month if one or more instalments have been paid non-payment of a subsequent instalment will cancel this **Policy** with effect from the due date of the unpaid instalment

### Let Property

It is a condition precedent to **Our** liability that:

- All gas appliances, flues and associated pipe work are to be checked every 12 months by Corgi registered engineer and manuals for operating gas appliances are available within the **Premises**.
- All upholstered furniture must comply with the Fire and Furnishings (Fire Safety) Regulations 1988.

### No Claims Discount

**You** will be entitled to a No Claims Discount under Section two – **Contents** if no claims on the following basis:

<u>Claim Free Period</u>	<u>No Claims Discount (ncd)</u>
1 year	10%
2 years	20%
3 years	30%

If only one claim is made in any **Period of Insurance** the premium reduction at the next renewal will be as follows:

<u>NCD at last renewal</u>	<u>NCD at next renewal</u>
10%	NIL
20%	10%
30%	20%

If more than one claim is made in any **Period of Insurance** the NCD will be reduced to NIL at the next renewal

### Authority to Renew Condition

(Where an insured pays their premium by direct debit)

If **we** are willing to continue providing cover and **your broker** advises **you** beforehand of **our** renewal terms, **you** authorise **your broker** to renew this **insurance**, and any subsequent **insurance** on expiry, in accordance with **our** renewal terms at the time, unless **you** advise **your broker** otherwise before renewal date.

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## General Exclusions applicable to the whole of this insurance

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### a) **Radioactive Contamination and Nuclear Assemblies Exclusion**

We will not pay for

1. loss or destruction of or damage to any property whatsoever; or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### b) **War Exclusion**

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war; invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war; rebellion, revolution, insurrection, military or usurped power; or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### c) **Date Change Clause**

We will not pay for any equipment, integrated circuit, computer chip, computer software or any other computer-related equipment which fails to recognise correctly any date change.

### d) **Computer failure clause**

We will not pay for loss or damage to any equipment, integrated circuit, computer chip, computer software or any other computer related equipment caused by computer failure, computer error or any other malfunction.

### e) **Sonic Bangs**

We will not pay for loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic speed or supersonic speeds.

### f) **Reduction in Value**

Any reduction in market value of the property insured following repair or replacement paid for under this **Policy**.

### g) **Deception**

Any loss or damage suffered by **You** as a result of being deceived into knowingly parting with property unless it is only entry to the **Home**.

### h) **Confiscation**

Any loss or damage caused by confiscation, detention or seizure by:

- Customs, police or officials
- Order of any court of law
- Any statutory or regulatory authority

### i) **Terrorism**

We will not pay for

1. Loss or destruction of or damage to any property whatsoever; or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;

Directly or indirectly caused by or contributed to by or from biological or chemical contamination due to or arising from:

- terrorism; and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion 'terrorism' means the act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

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## Claims Conditions applicable to the whole of this insurance

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These conditions do not apply to Section nine – Legal Expenses where separate conditions apply – see **CLAIMS AND HELPLINE SERVICE** as detailed under this Section (nine).

**You** and **Your Family** must comply with the following claims conditions to have full protection of the **Policy**.

If **You** or **Your Family** do not comply with them **We** may at **Our** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of the claim payment.

### Your duties

In the event of a claim or possible claim under this insurance

1. **The first thing You must do:**

If property is lost or theft or malicious damage is suspected **You** must immediately inform the Police and obtain a crime or lost property reference number

**We** recommend that **You** check **Your Policy** cover

*Check that the loss or damage is covered this **Policy** contains details of what is covered and how claims are settled*

2. **You should always immediately:**

- contact **Us** or **Your** broker or agent
- take all reasonable steps to recover missing property
- take all reasonable steps to prevent further damage

3. **Claims Process**

Contact Prestige Underwriting Services Limited, 5th and 6th Floor, Lanyon Building, North Derby Street, Belfast BT15 3HL. Telephone: 08450 777 666. Fax: 028 9335 6823

or **Your broker or agent**

4. **What You must do after making Your claim:**

- tell **Us** and provide full details in writing immediately if someone is holding **You** or **Your Family** responsible for damage to their property or bodily injury to them and send to **Us** immediately any writ summons letter of claim or other document
- if requested send written details of **Your** claim to **Us** within 30 days
- supply at **Your** own expense all reports certificated plans specification information and assistance that **We** may require

5. **What You must not do:**

- admit or deny any claim made by someone else against **You** or **Your Family** or make any agreement with them **We** have the right to negotiate settle or defend any such claim in **Your** name and on **Your** behalf and take possession of the property insured and deal with salvage.
- abandon any property to **Us**
- dispose of damaged items as **We** may need to see them.

If **you** fail to comply with any of the above duties this insurance may become invalid.

### How we deal with your claim

1. **Defence of claims**

**We** may

- take full responsibility for conducting, defending or settling any claim in **your** name.
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.
- Enter any **Building** where loss or damage has occurred,

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## Claims Conditions applicable to the whole of this insurance

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### 2. Other insurance

**We** will only pay **our** rateable proportion of any claim for loss, damage or liability covered under this insurance if that loss, damage or liability is covered wholly or in part under any other insurance. This clause does not apply to fatal injury (section two H).

### 3. Fraud

**You** and **Your Family** must not act in a fraudulent manner:

If **You** or anyone acting for **You**:

- makes a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect or
- makes a statement in support of a claim knowing the statement to be false in any respect or
- submits a document in support of a claim knowing the document to be forged or false in any respect for
- makes a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance.

Then

- **We** shall not pay the claim
- **We** shall not pay any other claim which has been or will be made under the **Policy**
- **We** may at **Our** option declare the **Policy** void
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the **Policy** since the last renewal date
- **We** shall not make any return of premium
- **We** may inform the Police of the circumstances

## Section one

### Buildings

What is covered	What is not covered
This insurance covers the <b>Buildings</b> for loss or damage directly caused by	<b>We will not pay</b>
1. fire and resultant smoke damage, lightning, explosion or earthquake	<b>£100 Excess</b> loss or damage due to a gradually operating cause
2. aircraft and other flying devices or items dropped from them	<b>£100 Excess</b>
3. storm, flood or weight of snow	<b>£100 Excess</b> a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences c) loss or damage caused by frost d) loss or damage caused by rising ground water levels
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	<b>£250 Excess</b> a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools c) for loss or damage while the <b>Buildings</b> are not furnished enough to be normally lived in
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	<b>£100 Excess</b> a) for loss or damage due to wear and tear or any gradually operating cause b) for loss or damage caused by faulty workmanship c) for loss or damage while the <b>Buildings</b> are not furnished enough to be normally lived in
6. theft or attempted theft	<b>£100 Excess</b> a) for loss or damage while the <b>Home</b> is not furnished enough to be normally lived in b) for loss or damage while the <b>Home</b> is lent, let or sublet unless there is physical evidence of violent and forcible entry
7. collision by any vehicle or animal	<b>£100 Excess</b> for damage caused by domestic pets

Section one

**Buildings (continued)**

What is covered	What is not covered
This insurance covers the <b>Buildings</b> for loss or damage directly caused by	<b>We will not pay</b>
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	<p><b>£100 Excess</b>                      increasing to £2,500 if the <b>Home</b> is let and loss or damage is caused by <b>Your</b> tenant(s)</p>
9. subsidence or heave of the site upon which the <b>Buildings</b> stand or landslip	<p><b>£1000 Excess</b></p> <ul style="list-style-type: none"> <li>a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event</li> <li>b) for loss or damage to solid floors unless the load bearing walls of the private dwelling are damaged at the same time by the same event</li> <li>c) for loss or damage arising from faulty design, specification, workmanship or materials</li> <li>d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law</li> <li>e) for loss or damage caused by coastal or riverbank erosion</li> <li>f) for loss or damage whilst the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions                             <ul style="list-style-type: none"> <li>a) the action of chemicals on, or the reaction of chemicals with any materials which form part of the <b>Buildings</b></li> <li>b) any claim for which compensation has been provided or would have been provided but for the existence of this <b>policy</b>, under any contract, legislation or guarantee</li> </ul> </li> </ul>
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	<p><b>£100 Excess</b>                      for loss or damage to radio and television aerials, satellite dishes, their fittings and masts</p>
11. falling trees, telegraph poles or lamp-posts	<p><b>£100 Excess</b></p> <ul style="list-style-type: none"> <li>a) for loss or damage caused by trees being cut down or cut back within the <b>Premises</b></li> <li>b) for loss or damage to gates and fences</li> </ul>

## Section one

### Buildings (continued)

What is covered	What is not covered
<p>This section of the insurance also covers</p>	<p><b>We will not pay</b></p>
<p>A) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> <li>• Fixed glass and double glazing (including the cost of replacing frames</li> <li>• solar panels</li> <li>• <b>Sanitary ware</b></li> <li>• ceramic hobs</li> </ul> <p>all forming part of the <b>Buildings</b></p>	<p><b>£100 Excess</b></p> <p>for loss or damage while the <b>Buildings</b> are not furnished enough to be normally lived in</p>
<p>B) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>which <b>You</b> are legally responsible for</p>	<p><b>£100 Excess</b></p> <p>for loss or damage due to wear and tear or any gradually operating cause</p>
<p>C) • loss of rent due to <b>You</b> which <b>You</b> are unable to recover</p> <p>• additional costs of alternative accommodation, substantially the same as <b>Your</b> existing accommodation, which <b>You</b> have to pay for</p> <p>while the <b>Buildings</b> cannot be lived in following loss or damage that is covered under section one</p>	<p><b>£100 Excess</b></p> <p>any amount over 20% of the sum insured for the <b>Buildings</b> damaged or destroyed</p>
<p>D) expenses <b>You</b> have to pay and which <b>We</b> have agreed in writing for</p> <ul style="list-style-type: none"> <li>• architects', surveyors', consulting engineers' and legal fees</li> <li>• the cost of removing debris and making safe the building</li> <li>• costs <b>You</b> have to pay in order to comply with any Government or local authority requirements</li> </ul> <p>following loss or damage to the <b>Buildings</b> which are covered under section one</p>	<p><b>£100 Excess</b></p> <ul style="list-style-type: none"> <li>a) any expenses for preparing a claim or an estimate of loss or damage</li> <li>b) any costs if Government or local authority requirements have been served on <b>You</b> before the loss or damage</li> </ul>

## Section one

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### Buildings (continued)

What is covered	What is not covered
This section of the insurance also covers	<b>We will not pay</b>
E) increased metered water charges <b>You</b> have to pay following an escape of water which gives rise to an admitted claim under cause 4 of section one	<b>£100 Excess</b> more than £750 in any <b>Period of insurance</b> . If <b>You</b> claim for such loss under sections one and two, <b>We</b> will not pay more than £750 in total
F) anyone buying the <b>Home</b> who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner	<b>£100 Excess</b> if the <b>Buildings</b> are insured under any other insurance
G) the cost of tracing source of the damage covered under causes 4 and 5 and the replacement or repair of any walls, floors or ceilings damaged while carrying out the investigations	a) <b>£100 Excess</b> b) any amount over £5,000
H) any loss or damage caused by the emergency services gaining access to the premises in the course of their duty to safeguard life or property	
I) any loss or damage to plants, trees, bushes and shrubs at the <b>Premises</b> as a result of the insurance provided by causes 1 to 11.	a) <b>£100 Excess</b> b) more than £1,000 in any <b>Period of Insurance</b>

## Accidental damage to the Buildings

The following applies only if the **Schedule** shows that Accidental Damage to the **Buildings** is included.

What is covered	What is not covered
This extension covers the following	<b>We</b> will not pay
accidental damage to the <b>Buildings</b>	<p>£100 <b>Excess</b></p> <ul style="list-style-type: none"> <li>a) for loss or damage or any proportion of damage which <b>We</b> specifically exclude elsewhere under section one</li> <li>b) for the <b>Buildings</b> moving, settling, shrinking, collapsing or cracking</li> <li>c) for loss or damage while the <b>Home</b> is being altered, repaired, cleaned, maintained or extended</li> <li>d) for loss or damage to outbuildings and garages which are not of <b>Standard construction</b></li> <li>e) for loss or damage while the <b>Home</b> is lent, let or sublet</li> <li>f) for the cost of general maintenance</li> <li>g) for loss or damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause</li> <li>h) for loss or damage arising from faulty design, specification, workmanship or materials</li> <li>i) for loss or damage from mechanical or electrical faults or breakdown</li> <li>j) for loss or damage caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>k) for loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks</li> <li>l) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li> <li>m) for loss or damage while the <b>Buildings</b> are <b>Unoccupied</b></li> </ul>

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## Conditions that apply to section one (**Buildings**) only

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### Inflation Protection

The sum insured on the **Buildings** is the amount shown in the **Schedule** adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors.

**You** annual premium will be based on the adjusted sum insured.

Index linking of the sum insured will continue during repair or replacement following loss or damage provided the sum insured at the time of the damage represents the full rebuilding cost and provided that **You** ensure that the work is carried out without undue delay.

### Special Condition – **Unoccupied Homes**

If the **Home** is to be left **Unoccupied** for more than 30 consecutive days or is let or sub-let or is a secondary or holiday **Home** and is to be left **Unoccupied** for more than 7 consecutive days:

- a) **You** must:
  - i) maintain the security precautions at the **Home** in good working order at all times and
  - ii) advise **Us** before any changes to the security at the **Home** are made and
  - iii) put all the security precautions into operation whenever the **Home** is left unattended;
- b) **We** will not pay the first £250 of each claim under causes 3 (storm, flood or weight of snow), 5 (escape of oil etc.), 6 (theft or attempted theft) or 8 (riot etc.) of this section
- c) during the period from 1st November to 1st April **We** will not pay a claim under cause 4 (escape of water etc.) and/or 5 (escape of oil etc.) of this section unless:
- d) central heating is installed and in operation to maintain at all times a minimum temperature of 58 degrees Fahrenheit (15 degrees Centigrade) or the water is turned off at the mains and the water system drained;  
and
- ii) the gas (if any) and electricity supplies are turned off at the mains when not used for the central heating system or the security of the **Home**

## Settling claims

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### How **We** deal with **Your** claim

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I. Replacement or Repair

**We** will pay the cost of work carried out in repairing or replacing the damaged parts of the **Buildings** including:

- i) reasonable professional fees relating to repair and/or replacement
- ii) removal of debris
- iii) the cost of complying with building regulations, local authority or other statutory requirements except where notice of the need to comply was given or sent to **You** before the damage occurred or these relate to undamaged parts of the **Buildings**.

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

**We** will pay the cost of repair or replacement LESS a deduction for wear, tear or betterment (where the **Buildings** would be improved by the repair or replacement) if:

- the **Buildings** have not been maintained in good repair or
- at the time of any damage the sum insured for Buildings is less than the full rebuilding cost.

If the repair or replacement is not carried out **We** will, at **Our** option, pay the reduction in market value resulting from the damage not exceeding what it would have cost to repair the damage to **Your Home** if the repair work had been carried out without delay and taking into consideration any discounts **We** may have received had **We** replaced or repaired the **Buildings**.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **Buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

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### **Your** sum insured

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3. **We** will not reduce the sum insured under section one after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage.

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### Limit of insurance

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**We** will not pay more than the sum insured for each **Premises** shown in the **Schedule**.

## Section two

### Contents

What is covered	What is not covered
This insurance covers the <b>Contents</b> for loss or damage directly caused by	<b>We will not pay</b>
1. fire and resultant smoke damage, lightning, explosion or earthquake	<b>£100 Excess</b> loss or damage due to gradually operating cause
2. aircraft and other flying devices or items dropped from them	<b>£100 Excess</b>
3. storm, flood or weight of snow	<b>£100 Excess</b> for property in the open a) loss or damage cause by frost b) loss or damage caused by rising ground water levels
4. escape of water from fixed water tanks, apparatus or pipes	<b>£250 Excess</b>
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	<b>£100 Excess</b> a) for loss or damage due to wear and tear or any gradually operating cause b) for loss or damage caused by faulty workmanship
6. theft or attempted theft	<b>£100 Excess</b> a) for loss or damage whilst the <b>Home</b> is lent, let or sublet unless there is physical evidence of violent and forcible entry b) any amount over £5,000 for <b>Contents</b> , within detached domestic outbuildings and garages
7. collision by any vehicle or animal	<b>£100 Excess</b> loss or damage caused by domestic pets
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	<b>£100 Excess</b> increasing to £2,500 if the <b>Home</b> is let and loss or damage is caused by <b>Your</b> tenant(s)
9. subsidence or heave of the site upon which the <b>Buildings</b> stand or landslip	<b>£100 Excess</b> a) for loss or damage following damage to solid floors unless the load bearing walls of the private dwelling are damaged at the same time by the same event b) for loss or damage arising from faulty design, specification, workmanship or materials

## Section two

### Contents (continued)

What is covered	What is not covered
This insurance covers the <b>Contents</b> for loss or damage directly caused by	<p><b>We will not pay</b></p> <ul style="list-style-type: none"> <li>c) for loss or damage which but for the existence of this insurance would be covered under any contract or guarantee or by law</li> <li>d) for loss or damage whilst the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions</li> <li>e) for loss or damage by coastal or river bank erosion</li> <li>f) the action of chemicals on or the reaction of chemicals with any materials which form part of the <b>Buildings</b></li> <li>g) any claim for which compensation has been provided, or would have been provided but for the existence of this <b>Policy</b> under any contract legislation or guarantee</li> </ul>
10. falling trees, telegraph poles or lamp-posts	<p><b>£100 Excess</b></p> <p>for loss or damage caused by trees being cut down or cut back within the <b>Premises</b></p>
This section of the insurance also covers	<b>We will not pay</b>
<p>A) accidental damage to</p> <ul style="list-style-type: none"> <li>• televisions, satellite decoders</li> <li>• audio and video equipment</li> <li>• radios</li> <li>• home computers, video cassette recorders all situated within the <b>Home</b></li> </ul>	<p><b>£100 Excess</b></p> <ul style="list-style-type: none"> <li>a) for loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling</li> <li>b) for loss or damage to tapes, records, cassettes, discs or computer software</li> <li>c) or mechanical or electrical faults or breakdown</li> <li>e) for loss or damage by insects, parasites, vermin or domestic pets</li> </ul>
<p>B) accidental breakage of</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing</li> <li>• <b>Sanitary ware</b> forming part of the <b>Buildings</b> which <b>You</b> are legally responsible for as a tenant and do not have other insurance for</li> <li>• mirrors</li> <li>• glass tops and fixed glass in furniture</li> <li>• ceramic hobs</li> </ul>	<p><b>£100 Excess</b></p> <p>for the cost of repairing, removing or replacing frames</p>

## Section two

### Contents (continued)

What is covered	What is not covered
<p>This section of the insurance also covers</p> <p>C) the <b>Contents</b>, if these are not already insured, whilst they are temporarily out of the <b>home</b> against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1-10 in section two while the <b>Contents</b> are:</p> <ul style="list-style-type: none"> <li>• in any occupied private dwelling</li> <li>• in any <b>Buildings</b> where <b>You</b> are living or working</li> <li>• in any building for valuation, cleaning or repair</li> <li>• in any furniture store</li> <li>• in any bank or safe deposit</li> </ul> <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the <b>Contents</b> are being moved to <b>Your</b> new <b>Home</b> or to or from any bank, safe deposit or furniture store</p>	<p><b>We will not pay</b></p> <p><b>£100 Excess</b></p> <p>a) for <b>Contents</b> outside the United Kingdom</p> <p>b) for <b>Money</b> or <b>Credit cards</b></p> <p>c) any amount over 20% of the sum insured under section two for <b>Contents</b> in a furniture store</p>
<p>D) up to twelve months rent <b>You</b> have to pay as occupier if the <b>Buildings</b> cannot be lived in following loss or damage that is covered under section two</p>	<p><b>£100 Excess</b></p> <p>any amount over 10% of the sum insured under section two for the <b>Contents</b> of the <b>Buildings</b> damaged or destroyed</p>
<p>E) costs of using other accommodation, substantially the same as <b>Your</b> existing accommodation, which <b>You</b> have to pay for if the <b>Buildings</b> cannot be lived in following loss or damage that is covered under section two</p>	<p><b>£100 Excess</b></p> <p>any amount over 10% of the sum insured under section two for the <b>Contents</b> of the <b>Buildings</b> damaged or destroyed</p>
<p>F) <b>Your</b> legal responsibility as a tenant for loss or damage to the <b>Buildings</b> caused by loss or damage which is covered under section two</p>	<p><b>£100 Excess</b></p> <p>a) any amount over 10% of the sum insured under section two for the <b>Contents</b> of the <b>Buildings</b> damaged or destroyed</p> <p>b) for loss or damage caused by fire, lightning or explosion to the <b>Buildings</b> other than to the landlord's fixtures or fittings</p> <p>c) for loss or damage arising from subsidence, heave or landslip</p> <p>d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p> <p>e) for loss or damage while the <b>Buildings</b> are not furnished enough to be normally lived in</p>

## Section two

### Contents (continued)

What is covered	What is not covered
This section of the insurance also covers	<b>We will not pay</b>
G) the cost of repairing accidental damage to <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> which <b>You</b> are legally responsible for as tenant only	<b>£100 Excess</b> a) for loss or damage due to wear and tear or any gradually operating cause
H) fatal injury to <b>You</b> , happening at the <b>Premises</b> shown in the <b>Schedule</b> , caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts: <ul style="list-style-type: none"> <li>• £5000 for each <b>Insured</b></li> </ul>	
I) costs <b>You</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>Home</b> following theft or loss of <b>Your</b> keys	<b>£100 Excess</b> any amount over £500 in total
J) increased metered water charges <b>You</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two	<b>£100 Excess</b> more than £1,000 in any <b>Period of insurance</b> . If <b>You</b> claim for such loss under sections one and two, <b>We</b> will not pay more than £1,000 in total
K) during the month of December the <b>Contents</b> sum insured is increased by 10% to cover gifts and extra food and drink bought in for the Christmas season. For all other purposes the Sum insured is not increased by this item (k)	<b>£100 Excess</b>
L) during the period of thirty days before and thirty days after the wedding day not including the wedding day, of <b>You</b> the <b>Contents</b> sum insured is increased by 10% to cover wedding gifts. For all other purposes the sum insured is not increased by this item (l)	<b>£100 Excess</b>
M) loss or damage to visitors <b>Personal Possessions</b> by causes 1 to 10 whilst they may be contained within the <b>Home</b>	a) loss or damage specifically excluded under the <b>Contents</b> section b) more than £500 for each visitor for any one claim
N) loss or damage to <b>Domestic Staff's Personal Possessions</b> by causes 1 to 10 whilst they may be contained within the Home	a) loss or damage specifically excluded under the <b>Contents</b> section b) more than £500 for each member of <b>Domestic Staff</b> for any one claim

## Section two

### Accidental damage to Contents

The following applies only if the **Schedule** shows that accidental damage to **Contents** is included.

What is covered	What is not covered
<p>This extension covers</p> <p>accidental damage to the <b>Contents</b> within the <b>Home</b></p>	<p><b>We will not pay</b></p> <p><b>£100 Excess</b></p> <ul style="list-style-type: none"><li>a) for damage or any proportion of damage which <b>We</b> specifically exclude elsewhere under section two</li><li>b) for damage to <b>Contents</b> within garages and outbuildings</li><li>c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li><li>d) for damage caused by chewing, tearing, scratching or fouling by animals</li><li>e) any amount over £1000 in total for porcelain, china, glass and other brittle articles</li><li>f) for <b>Money, Credit cards</b>, documents or stamps</li><li>g) for damage to contact, corneal or micro corneal lenses</li><li>h) for damage while the <b>Home</b> is lent, let or sub let</li><li>i) for damage caused by wear and tear; moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause</li><li>j) for damage arising out of faulty design, specification, workmanship or materials</li><li>k) for damage from mechanical or electrical faults or breakdown</li><li>l) for damage arising from demolition, structural alteration or structural repair of the <b>Building</b></li><li>m) for damage caused by dryness, dampness, extremes of temperature or exposure to light</li><li>n) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li><li>o) for any loss or damage while the <b>Buildings</b> are <b>Unoccupied</b></li></ul>

## Conditions that apply to section two (**Contents**) only

### Inflation Protection (**Coverall** scheme only)

The sum insured on **Contents** is the amount shown in the **Schedule** adjusted monthly in line with the Durable Household Goods Section of the Consumer Price Index prepared by the National Statistics. **Your** annual premium will be based on the adjusted sum insured.

### Special Condition – **Unoccupied Homes**

If the **Home** is to be left **Unoccupied** for more than 30 consecutive days or is let or sub-let or is a secondary or holiday **Home** and is to be left **Unoccupied** for more than 7 consecutive days:

- a) **You** must:
  - i) maintain the security precautions at the **Home** in good working order at all times and
  - ii) advise **Us** before any changes to the security of the **Home** are made and
  - iii) put all the security precautions into operation whenever the **Home** is left unattended
- b) **We** will not pay the first £250 of each claim under cause 2 (storm, flood or weight of snow), 5 (escape of oil etc.), 6 (theft or attempted theft) or 8 (riot etc.) of this section
- c) **We** will not pay any claim under cause 6 (theft or attempted theft) for loss or damage in respect of jewellery, furs, gold or silver articles (including plate)
- d) During the period from 1st November to 1st April inclusive **We** will not pay a claim under cause 4 (escape of water etc.) or cause 5 (escape of oil etc) of this section unless:
  - i) central heating is installed and in operation to maintain at all times a minimum temperature of 58 degrees Fahrenheit (15 degrees Centigrade) or the water is turned off at the mains and the water system drained
  - ii) the gas (if any) and electricity supplies are turned off at the mains when not used for the central heating system or the security of the **Home**

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### How **We** deal with **Your** claim

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- I. If **You** claim for loss or damage to the **Contents** **We** will at **Our** option repair, replace or pay for any article covered under section two. For total loss or destruction of any article **We** will pay **You** the cost of replacing the article as new, as long as:
  - the new article is as close as possible to but not an improvement on the original article when it was new
  - **You** have paid or **We** have authorised the cost of replacement.

The above basis of settlement will not apply to

- clothes and household linen
- pedal cycles

where **We** will take off an amount for wear and tear and depreciation.

**We** may at **Our** option pay in cash the amount of loss or damage. If **We** do pay cash the sum payable will reflect any discounts **We** may have received had **We** replaced the property.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **Contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

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### Your sum insured

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3. **We** will not reduce the sum insured under section two after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage.
4. It is important that **Your** sum insured is enough to replace **Your Contents** as new (but for clothing and household linen **We** may make a reduction for wear and tear). If **You** make a claim and the sum insured shown on **Your Schedule** is not enough the amount **We** pay may be reduced.

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### Limit of insurance

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**We** will not pay any more than the sum insured for the **Contents** of each **Premises** shown in the **Schedule**.

## Section three

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### Accidents to Domestic Staff

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This section applies only if the **Contents** are insured under section two.

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#### What is covered

**We** will indemnify **You**

for amounts **You** become legally liable to pay, including costs and expenses which we have agreed in writing, for **Bodily injury** by an accident happening during the **Period of insurance** anywhere in the world to **Your** domestic staff employed in connection with the **Premises** shown in the **Schedule**

#### What is not covered

**We** will not indemnify **You**

for **Bodily injury** arising directly or indirectly

- from any motorised or horsedrawn vehicle other than:
  - domestic garden equipment used within the **Premises**
- from any communicable disease or condition
- in Canada or the United States of America after the total period of stay has exceeded 30 days during the **Period of insurance**

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#### Limit of insurance

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**We** will not pay more than **£10,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **We** have agreed in writing.

## Section four

### Legal Liability to the Public

This section applies only if the **Schedule** shows that either the **Buildings** are insured under section one or the **contents** are insured under section two of this insurance.

#### Part A

Part A of this section applies in the following way:

- if the **Buildings** only are insured, **Your** legal liability as owner only but not as occupier is covered under Part A (i) below.
- if the **Contents** only are insured, **Your** legal liability as occupier only but not as owner is covered under Part A (i) and Part A (ii) below.
- if the **Buildings** and **Contents** are insured, **Your** legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.

What is covered	What is not covered
<p><b>We will indemnify you</b></p> <p>(i) as owner or occupier for any amounts <b>You</b> become legally liable to pay as damages in respect of accidental</p> <ul style="list-style-type: none"><li>• <b>Bodily injury</b></li><li>• damage to property</li></ul> <p>happening at the <b>Premises</b> during the <b>Period of insurance</b>,</p> <p>OR</p> <p>(ii) as a private individual for any amounts <b>You</b> become legally liable to pay as damages in respect of accidental</p> <ul style="list-style-type: none"><li>• <b>Bodily injury</b></li><li>• damage to property</li></ul> <p>happening anywhere in the world during the <b>Period of insurance</b></p>	<p><b>We will not indemnify you for any liability</b></p> <p>a) for <b>Bodily injury</b> to</p> <ul style="list-style-type: none"><li>• <b>You</b></li><li>• any other permanent member of the <b>Home</b></li><li>• any person who at the time of sustaining such injury is engaged in <b>Your</b> service</li></ul> <p>b) for <b>Bodily injury</b> arising directly or indirectly from any communicable disease or condition</p> <p>c) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"><li>• <b>You</b></li><li>• any other permanent member of the <b>Home</b></li><li>• any person engaged in <b>Your</b> service</li></ul> <p>d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days during the <b>Period of insurance</b></p> <p>e) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>f) which <b>You</b> have assumed under contract and which would not otherwise have attached</p> <p>(<b>Exclusions</b> continued over the page)</p>

Section four

**Legal Liability to the Public (continued)**

Part A (continued)

What is covered	What is not covered
	<p><b>We will not indemnify You for any liability</b></p> <p>g) arising out of <b>Your</b> ownership, possession or use of:</p> <ul style="list-style-type: none"> <li>i) any motorised or horsedrawn vehicle other than:               <ul style="list-style-type: none"> <li>• domestic gardening equipment used within the <b>Premises</b> and</li> <li>• pedestrian controlled gardening equipment used elsewhere</li> </ul> </li> <li>ii) any power-operated lift</li> <li>iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li> <li>iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991</li> </ul> <p>h) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>Period of insurance</b> at the <b>Premises</b> named in the <b>Schedule</b>; and</li> <li>• reported to <b>Us</b> not later than 30 days from the end of the <b>Period of insurance</b>;</li> </ul> <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <ul style="list-style-type: none"> <li>i) arising out of <b>Your</b> ownership, occupation, possession or use of any land or building that is not within the <b>Premises</b></li> <li>j) if <b>You</b> are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</li> </ul>

## Section four

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### Legal Liability to the Public (continued)

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#### Part B

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What is covered	What is not covered
<p><b>We</b> will pay for</p> <p>sums which <b>You</b> have been awarded by a court in the <b>United Kingdom</b> and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none"><li>• Part A(ii) of this section would have indemnified <b>you</b> had the award been made against <b>you</b> rather than to <b>You</b></li><li>• there is no appeal pending</li><li>• <b>You</b> agree to allow <b>Us</b> to enforce any right which <b>We</b> shall become entitled to upon making payment</li></ul>	

#### Part C

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What is covered	What is not covered
<p><b>We</b> will indemnify <b>You</b> for</p> <p>any amount <b>You</b> become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>Home</b> previously owned and occupied by <b>You</b></p>	<p><b>We</b> will not indemnify <b>You</b></p> <ul style="list-style-type: none"><li>• for any liability if <b>You</b> are entitled to indemnity under any other insurance</li><li>• for the cost of repairing any fault or alleged fault</li></ul>

#### Limit of insurance

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#### **We** will not pay

- in respect of pollution and/or contamination:- more than **£2,000,000** in all
- in respect of any other liability covered under section four:- more than **£2,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **We** have agreed in writing.

## Valuables and personal possessions

What is covered	What is not covered
<p>This insurance covers</p> <p><b>Valuables</b> and <b>Personal possessions</b> listed in the <b>schedule</b> (or specification(s) attached) against physical loss or damage anywhere in the <b>United Kingdom, Europe</b> and up to 60 days world-wide in any <b>Period of Insurance</b></p>	<p><b>We will not pay</b></p> <p><b>£100 Excess</b></p> <ul style="list-style-type: none"> <li>a) for damage caused by insects, vermin, domestic pets, wet or dry rot., fungus, atmospheric or climatic conditions, wear and tear or any gradually operating cause</li> <li>b) for damage from electrical or mechanical faults or breakdown</li> <li>c) any amount over £1500 for any one item (including articles forming a pair or set) unless stated otherwise in the <b>Schedule</b> or the specification(s) attached to the <b>Schedule</b></li> <li>d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>e) for damage to guns caused by rusting or bursting of barrels</li> <li>f) for breakage of any sports equipment whilst in use</li> <li>g) for any loss of or damage to contact, corneal or micro corneal lenses, hearing aids, dental appliances unless otherwise stated in the specification forming part of the <b>Schedule</b></li> <li>h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under <b>Your</b> personal supervision</li> <li>i) computer equipment unless otherwise stated in the specification(s) attached to the <b>Schedule</b></li> <li>j) theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant unless from a locked concealed luggage boot or closed glove compartment following forcible and violent entry to a locked vehicle</li> <li>k) any amount over £2000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during <b>your</b> absence from such rooms</li> <li>l) for loss or damage to motor vehicles, pedal cycles, caravans, aircraft, watercraft, sail boards or surf boards</li> <li>m) articles used for business or professional purposes unless stated otherwise in the <b>Schedule</b></li> </ul>

## Conditions that apply to section five (**Valuables and Personal Possessions**) only

Precious Stones (Regular maintenance of settings)

The setting of the stones in any item of jewellery exceeding the value of £7500 MUST be examined by a competent jeweller once every three years at least, and any defect remedied immediately at **Your** expense. If **You** do not do this, such items of jewellery will not be insured.

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### How **We** deal with **Your** claim

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1. **We** will at **Our** option repair, replace or pay replacement as new for any article lost or damaged.  
**We** will replace as new except for:
  - i) clothing and items that are not repaired or replaced, when a deduction for wear and tear will be made
  - ii) items that can be economically repaired (including clothing) where the cost of repair will be paid**We** may at **Our** option pay in cash the amount of loss or damage. If **We** do pay cash the sum payable will reflect any discounts **We** may have received had **We** replaced the property.
2. If any insured item consists of articles forming a pair or set with an insured value of £1,000 or over:
  - **We** will not pay for the cost of replacing any undamaged article forming part of such pair or set.
  - **We** will not pay more than a proportion of the insured value of such pair or set.

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### **Your** sum insured

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3. It is important that **Your** sum insured is enough to replace **Your Personal possessions** as new (but for clothing and household linen **We** may make a reduction for wear and tear). If **You** make a claim and the sum insured shown on **Your Schedule** is not enough the amount **We** pay may be reduced.

However, if **Personal possessions** are lost or damaged away from the home we will not take account of the value of **Personal possessions** in the home at the time of such loss or damage.

In the event that a **Personal possession** specified in the **Schedule** is totally lost or destroyed, it will not continue to be insured but will be deleted from the date of the loss.

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### Limit of insurance

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**We** will not pay more than the sum(s) insured shown in the **Schedule**.

## Section six

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### Domestic freezer cover

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The following cover applies only if the **Schedule** shows that it is included.

What is covered	What is not covered
Section two of this insurance extends to cover the cost of replacing <b>Your</b> food in <b>Your</b> fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	<b>We will not pay</b>  <b>£100 Excess</b>  a) for loss or damage caused by any electricity or gas company cutting off or restricting <b>Your</b> supply  b) for loss or damage due to the failure of <b>Your</b> electricity or gas supply caused by a strike or any other industrial action  c) if the fridge or freezer is more than 10 years old when the food is damaged

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Limit of insurance

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**We** will not pay more than £500 unless otherwise stated in the **Schedule**.

## Section seven

### Pedal cycle cover

The following cover applies only if the **Schedule** shows that it is included.

What is covered	What is not covered
<p>Section two of this insurance extends to cover the following</p> <p>the cost of repairing or replacing <b>Your</b> pedal cycles following:</p> <ul style="list-style-type: none"><li>• theft or attempted theft</li><li>• accidental damage</li></ul> <p>anywhere in the <b>United Kingdom</b> and <b>Europe</b></p>	<p><b>We will not pay</b></p> <p><b>£100 Excess</b></p> <p>a) for loss or damage to:</p> <ul style="list-style-type: none"><li>• tyres,</li><li>• lamps,</li><li>• accessories,</li></ul> <p>unless the cycle is stolen or damaged at the same time</p> <p>b) for damage due to wear and tear or any gradually operating cause</p> <p>c) for damage from mechanical or electrical faults or breakdown</p> <p>d) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes</p> <p>e) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft</p>

Limit of insurance

**We will not pay** more than the sum insured shown in the **Schedule**

## Section eight

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### Money and credit card cover

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The following cover applies only if the **schedule** shows that it is included.

What is covered	What is not covered
Section eight of this insurance extends to cover the following	<b>We will not pay</b>
<ul style="list-style-type: none"><li>theft or accidental loss of <b>Money</b></li><li>any amounts which <b>You</b> become legally liable to pay as a result of unauthorised use following loss or theft of <b>Your Credit card(s)</b> anywhere in the world, provided that<ul style="list-style-type: none"><li>within 24 hours of <b>You</b> discovering any such loss or theft, <b>You</b> have notified the police and, in the case of <b>Credit card(s)</b>, the card issuing company; and</li><li>You have complied with all other conditions under which <b>Your Credit card(s)</b> were issued to <b>You</b></li></ul></li></ul>	<b>£100 Excess</b> <ul style="list-style-type: none"><li>a) to make up any shortages due to error or omission</li><li>b) for loss of value</li></ul>

Limit of insurance

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**We will not pay**

- in respect of **Money** and **Credit card(s)** more than the sum insured stated in the **Schedule**

## Section nine

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### Legal Expenses

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This insurance is a contract between **you** and Financial & Legal Insurance Company Limited, the **insurers**. Subject to the terms, conditions, clauses and exclusions of this insurance, the **insurers** will indemnify the **insured persons** against **legal expenses** which may be incurred during the **period of insurance** for which **MSL** have accepted **your** premium.

The parties to a contract of insurance in the **United Kingdom** are free to choose the law applicable to the contract. In the absence of any written agreement to the contrary, the law applicable to this insurance will be that of the country in which **you** reside if this is in England, Scotland, Wales or Northern Ireland; otherwise English law will apply.

This insurance has been effected with and this certificate signed on behalf of Financial & Legal Insurance Company Limited.

If an **insured person** wishes to discuss a problem which may lead to a claim, please ring **our** dedicated helpline quoting the certificate number below.

**Our** trained staff will help identify the problem and, where necessary, put the **insured person** in touch with a member of **our** panel of professional advisors. **We** will initially deal with a potential claim through the helpline service and, before the claim is accepted, may refer the matter to a suitably qualified and experienced professional person for advice and suggested appropriate action.

Claims should, as soon as possible, be made or confirmed in writing to MSL Legal Expenses Limited at the following address

**MSL Legal Expenses Limited,  
No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 4GW  
Telephone: 0870 7 55 44 88 Fax: 0870 7 55 44 88**

Once details have been received by **us** and **we** have accepted the claim in writing, **we** will supply the name(s) of one or more solicitors, accountants or other suitably qualified and experienced persons from **our** panel to act on the **insured person's** behalf.

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### DEFINITIONS

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Each of the words and phrases listed below will have the same meaning wherever they appear in **bold** in this insurance.

#### **Appointed Representative**

A solicitor, accountant or other suitably qualified person appointed in accordance with the provisions of Condition 5, to act for an **Insured Person**.

#### **Date of Occurrence**

The date of one or more events arising at the same time or from the same cause, which give(s) rise to a claim under this insurance.

#### **Insured Person**

**You** and, with **your** agreement to claim and if permanently living with **you**, the person you are married to or live with as if married, all members of **your** family and, where applicable, the legal personal representatives of any of them.

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## Section nine

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### Legal Expenses (continued)

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#### Insurer/their/them/they

Financial & Legal Insurance Company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

#### Legal Expenses

The legal, accountants fees, costs, disbursements and other professional charges in connection with Legal Proceedings which MSL has agreed to fund

- (i) reasonably and necessarily incurred by the Appointed Representative
- (ii) incurred by other parties in civil cases if an Insured Person has been ordered to pay them or pays them with the prior agreement of MSL.

#### Legal Proceedings

The pursuit or defence of legal disputes, tax investigations and tribunal proceedings made by or brought against an **Insured Person** including appealing or defending an appeal against judgement and excluding correspondence by way of pre action protocol or any mediation or any other alternative dispute procedure, within the jurisdiction of a court or other body in the **Territorial Limits**.

#### MSL/we/us/our

MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park Cheadle, Cheshire, SK8 3GW which manages this insurance on behalf of the **Insurers**.

#### Period of insurance

The period for which **you** have paid or agreed to pay and **we** have agreed to accept a premium. This period will be the same as that of **your** household insurance policy with which this certificate was issued.

#### Territorial Limits

##### **A Parts Four and Eight of The Cover**

The **United Kingdom**

##### **B Parts One to Three, Five to Seven of The Cover**

- i) The **United Kingdom** and other European Union member countries (except for Estonia, Latvia and Lithuania)
- ii) Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Gibraltar; Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland, Turkey (west of the Bosphorus) and the Vatican.

#### United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

#### You/your/Certificate Holder

The person(s) named in this insurance as the Certificate Holder.

#### Employee

A person working under a contract of service excluding any person working under a contract of apprenticeship or providing services under a contract for services.

#### Goods

Household goods and personal effects but only to the extent that these are insured under **your** household policy of insurance.

#### Your home

The property address as stated in **your** household policy of insurance.

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## Legal Expenses (continued)

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### THE COVER

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The **Insurers** will pay up to £25,000 any one claim for **Legal Expenses** which arise from **Legal Proceedings** brought by an **Insured Person** within the jurisdiction of a court or other body in the **United Kingdom** or against an **Insured Person** within the jurisdiction of a court or other body in the **Territorial Limits** and in either case falling within the scope of any of Parts One-Eight below *provided that*

- i) **your home** is in the **United Kingdom**
- ii) the **Date of Occurrence** is within the **Period of Insurance**
- iii) **we** have given written permission for an appeal or defence of an appeal
- iv) no more than two claims in any one **Period of Insurance**, not taking into account any claim(s) rejected by **MSL**
- v) the **Insured Person** is responsible for the first £75 plus VAT of each and every claim except for claims relating to the **Insured Person's** contract of employment when the excess is £250 plus VAT
- vi) the amount in dispute is more than £250
- vii) where the claim relates to a dispute arising from a contract of employment (as provided for under parts 4 and 6B of the Cover), all possible routes of dispute settlement including (without limitation) mediation, must have been exhausted by the **Insured Person**.

#### PART ONE Personal accident

Death of or bodily injury to an **Insured Person** caused by a specific or sudden event.

#### PART TWO Consumer contract disputes

Disputes arising out of a contract for the purchase or hire of goods or services for private use or the sale or supply of privately owned goods *provided that* the **Insured Person** has entered into the agreement or alleged agreement after the commencement of the first **Period of Insurance**.

#### PART THREE Domestic property protection

Disputes arising out of

- a) a third party's alleged or actual negligent act or omission, nuisance, trespass or criminal damage relating to an **Insured Person's** material property (including **your** home *but not* any other buildings or land) which causes or could cause physical damage or pecuniary loss
- b) infringement of **your** legal rights originating from the ownership of **your home**
- c) a contract in **your** name and relating to **your home** for construction, conversion or extension, sale or purchase including the leasehold and rental (but only as a tenant) *provided that* the **Insured Person** has entered into the agreement or alleged agreement after the commencement of the first **Period of Insurance**
- d) the landlord's failure to maintain **your home**  
*excluding*
  - i) boundary disputes which arise in the first 180 days of this insurance
  - ii) claims where any person described in the definition of **Insured Person** is the landlord of the home or is leasing, sub-letting or renting-out all or any part of the premises for any purpose.

#### PART FOUR Employment

Disputes arising from or relating to an **Insured Person's** contact of employment as an employee *excluding* directors' service contracts, subject to an excess of £250 plus VAT.

## Legal Expenses (continued)

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### PART FIVE Professional negligence

Disputes an **Insured Person** may have with solicitors, accountants and surveyors arising out of

- a) an agreement entered into by the **Insured Person** after the inception of the first **Period of Insurance**
- b) actual or alleged negligent advise, error and or omission where the **Date of Occurrence** is after the inception of the first **Period of Insurance** or where the starting date (as defined by Section 14A(5) of the Limitation Act 1980 or any amending or superseding legislation) is within the **Period of Insurance** *provided that* the relevant facts were not known to **you** and or any other **Insured Person** at the inception of the first **Period of Insurance**.

### PART SIX Legal defence

The defence of any

- a) prosecution of an **Insured Person** in a criminal court arising out of the sale or supply of privately owned **goods**
- b) civil action, arising out of the **Insured Person's** work as an employee (*but not* as a director), under any legislation relating to racial, sex or disability discrimination, data protection or being a trustee of a pension fund set up for the benefit of the **Insured Person's** fellow **employees**.

### PART SEVEN HM Revenue & Customs

An extensive examination by the HM Revenue & Customs into an **Insured Person's** personal tax affairs arising out of the **Insured Person's** work as an **employee** *excluding* enquires limited to specific aspects of the self-assessment tax return.

### PART EIGHT Attendance expenses

The actual loss of the salary or wages of an **Insured Person** for the time off work to attend any court or tribunal hearing at the request of the **Appointed Representative** or as a defendant of an admitted claim under this insurance *provided that* such salary or wages are not recoverable from the relevant court, tribunal or other party.

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## CONDITIONS AND CLAUSES

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### 1 Your responsibilities

- i) **You** must notify **MSL** as soon as is reasonably possible of any change in the information given to **us** which may affect this insurance or of any circumstances which may give rise to a **claim**. Failure to do so may invalidate **your** insurance or may result in cover not operating fully. **We** reserve the right to alter the terms, charge an additional premium or cancel this insurance should **we** become aware of any fact which may affect the cover provided by this insurance.
- ii) All **Insured Persons** must
  - a) observe and comply with the terms and conditions and exclusions of this insurance
  - b) take all reasonable steps to try to prevent any incident that may rise to a claim
  - c) take all reasonable steps to minimise the amount payable under this insurance
  - d) take all reasonable steps to resolve any dispute that may otherwise give rise to a claim, by way of negotiation, mediation or any other available alternative dispute resolution procedure.

### 2 Fraudulent claims or statements

If any claim or statement made is in any respect overstated, false or fraudulent, **MSL**, will have the right to refuse to pay a claim or to avoid this insurance in its entirety.

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## Legal Expenses (continued)

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### 3 Reporting and acceptance of a claim

MSL should, as soon as possible, and no later than 180 days after the **Date of Occurrence** be notified in writing of any potential claim including any written or other evidence. You will be required to provide the names of any possible witnesses and details, produced at your own expense, of any costs incurred prior to MSL accepting the claim, including any action already taken.

### 4 Acceptance of a claim and right to refuse indemnity

The **insurers** or **MSL** on their behalf are entitled to refuse to accept a claim, or to continue to indemnify an **Insured Person** where

- i) in **our** or **their** opinion,
  - a) the **Policyholder** and or any other **Insured Person** has not disclosed any material information to **MSL** or to the **Insurers**
  - b) the **Policyholder** and or the **Insured Person** has failed to provide **MSL** or the **Appointed Representative** with any relevant information and or supporting evidence
- ii) in the opinion of the **Appointed Representative**, there do not or no longer exist reasonable grounds for believing that the **Legal Proceedings** have a reasonable prospect of success, and where applicable, that there are reasonable prospects of recovery from the other party
- iii) in **our** or **their** opinion, after having taken advice from **our** or **their** own advisors (who are not the **Appointed Representative**) or counsel, there do not or no longer exist reasonable grounds for believing that the **Legal Proceedings** have a reasonable prospect of success, and where applicable, that there are reasonable prospects of recovery from the other party

We may, at times, require you to obtain at your own expense an opinion from counsel as to the merits of **Legal Proceedings**. Payment will be made under this insurance, subject to the limit applicable to the claim, to include the cost of obtaining the opinion only if counsel's opinion clearly demonstrates that there are reasonable grounds for pursuit or defence of the **Legal Proceedings**.

If the **Insurers** or **MSL** on their behalf refuse to accept a claim or to continue to indemnify an **Insured Person**, they or we will give the reason(s) in writing to the **Policyholder** and the **Insured Person**.

In all cases, the onus shall be on you to demonstrate to the **Appointed Representative**, or to our own advisors or counsel (as appropriate) that such reasonable grounds as referred to above exist. Your cost of investigation and other expenses relating to your seeking to prove that such reasonable grounds do exist are not covered under this insurance.

### 5 Legal Representation

- i) Before **MSL** accept a claim, we will tell you the name and address of our nominated **Appointed Representative**. That person will not become the **Appointed Representative** until **MSL** confirm in writing that they have accepted the claim.
- ii) If **MSL** agree to the commencement of **Legal Proceedings** then an **Insured Person** has the right to nominate an **Appointed Representative**. This must be done by sending **MSL** the name and address prior to the commencement of any **Legal Proceedings**.
- iii) when an **Appointed Representative** is appointed **MSL** will send them a copy of their terms of appointment which must be accepted by the **Appointed Representative** before commencing any work for you.
- iv) If **MSL** and an **Insured Person** do not agree about the choice of the **Appointed Representative**, both parties may agree in writing to choose a second suitably qualified person to decide the matter.
- v) The **Insured Person** shall always have regard to Condition I ii) c) both in relation to the nomination of an **Appointed Representative** and in relation to the conduct of the **Legal Proceedings**.

## Legal Expenses (continued)

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- vi) This Condition 5 also applies where a conflict of interest arises during **Legal Proceedings** or arises from the handling of a claim and the appointment of a replacement **Appointed Representatives** is required.

### 6 Control of the claim

- i) All information, evidence and documents relating to the **Legal Proceedings** must be provided, at the **Insured Person's** own expense, to the **Appointed Representative** when requested and the **Insured Person** must meet with the **Appointed Representative** when requested.
- ii) The **Insured Person** must keep the **Appointed Representative** regularly informed of all developments and co-operate fully in all respects.
- iii) **MSL** must have direct access to the **Appointed Representative** at all times.
- iv) The **Insured Person** must give the **Appointed Representative** any instructions asked for by **MSL** including for the supply of any documents or other information required by **MSL**.
- v) **MSL** is entitled to require the **Policyholder** and or the **Insured Person** to immediately produce to us all information, evidence, legal advice and documents relating to the **Legal Proceedings** in the possession or custody of the **Policyholder**, the **Insured Person** or the **Appointed Representative**.
- vi) The **Policyholder** or the **Insured Person**, directly or via the **Appointed Representative**, must inform **MSL** immediately in writing if anyone makes an offer to settle the **Legal Proceedings** and no such offer should be accepted without the prior written consent of **MSL**.

### 7 Payment under this insurance

- i) if any offer to settle the **Legal Proceedings** which equals or exceeds the total damages (including any interest) eventually recovered by the **Insured Person** in the **Legal Proceedings** is not accepted by the **Insured Person**, the **Insurers** will have no liability in respect of **Legal Expenses** incurred after such refusal *unless* **MSL** have given its written agreement to the continuation of the **Legal Proceedings**
- ii) When requested by **MSL** the **Insured Person** must instruct the **Appointed Representative** to have the **Legal Expenses** made subject to detailed assessment or audit by the relevant court or tribunal.
- iii) All accounts, orders or awards of a court or tribunal for **Legal Expenses** to be paid under this insurance must be submitted to **MSL** promptly.
- iv) following receipt of the relevant accounts, orders or awards of a court or tribunal for **Legal Expenses** to be paid under this insurance, payment will be made direct to the **Appointed Representative**, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.
- v) If the **Insured Person** withdraws from the **Legal Proceedings** without the agreement of **MSL**, cover will cease immediately and **MSL** will be entitled to be reimbursed for any **Legal Expenses** previously agreed or paid to or on behalf of the **Insured Person** in respect of such **Legal Proceedings**.

### 8 Recoveries

The **Insurers** or **MSL** on **their** behalf reserve the right to take proceedings in **your** name, at **their** own expense and for **their** own benefit, to recover any payment **MSL** have made under this insurance to anyone else. If you or an **Insured Person** recovers **Legal Expenses** previously paid under this insurance from any party, such **Legal Expenses** must be immediately repaid to **us**.

### 9 Arbitration

Any dispute or difference of any kind between the **Insurers**, **MSL** and an **Insured Person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of a relevant national Law Society. The arbitrator's decision will be final

## Section nine

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### Legal Expenses (continued)

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and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

#### 10 Assignment

This insurance is between and binding upon the **Insurers** and the **Policyholder** and their respective successors in title, but this insurance may not otherwise be assigned by the **Policyholder** without the **Insurers** prior written consent.

#### 11 Waiver

If the **Insurers**, **MSL** or any **Insured Person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver; nor will it bar the exercise or enforcement of, such rights at any subsequent time.

#### 12 Governing law

This insurance is governed by the English law.

#### 13 Third party rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999. This condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

#### 14 Cancellation Rights

The **Certificate Holder** has a right to cancel this Insurance without liability for the premium within 14 days of the date upon which he receives the Certificate of Insurance. Written notice of cancellation (enclosing the Certificate) must be given to the insurance broker or agent (if this insurance was obtained through a broker or agent) or the **Appointed Representative** (if one has been appointed) (at the address at which he or they conducted business with you) or to **MSL** in writing. If written notice of cancellation is not given within the 14 day period the policyholder will be responsible for payment of the premium.

If the Certificate Holder gives due notice of cancellation, cover under this Insurance will cease from the date of delivery or posting of the notice of cancellation.

#### 15 Financial Services Compensation Scheme

MSL and Financial & Legal Insurance Company limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensations Scheme"). If MSL and Financial & Legal Insurance Company limited are unable to meet their obligations under the Keystone Policy an Insured Person may be entitled to compensation from the Compensation Scheme.

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## EXCLUSIONS

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This insurance does not cover any claim

#### 1 Trade, business or profession

arising from any trade, business, profession or employment of any **Insured Person** except as provided for under Parts Four and Six (b) of The Cover

#### 2 Motor vehicles

relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**

#### 3 Libel or slander

relating to written or verbal remarks

#### 4 Deliberate, dishonest, violent or criminal acts

i) relating to

## Section nine

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### Legal Expenses (continued)

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- a) a cause of action intentionally brought about by an **Insured Person**
  - b) an **Insured Person's** actual or alleged dishonesty, actual or alleged violent behaviour or other criminal act
  - ii) if it is dishonest or exaggerated in any way, if this happens **we** will also cancel all cover immediately
- 5 Legal expenses not agreed**  
for **Legal Expenses** incurred
- i) before **MSL** agree to pay them on the **Insurer** behalf
  - ii) where the **Policyholder** and or **Insured Person**
    - a) pursues or defends a case without the agreement of **MSL** or in a different manner to or against the advice of the **Appointed Representative**
    - b) fails to give proper instructions in due time to **MSL**, to the **Appointed Representative** or to counsel or other persons instructed by the **Appointed Representative**
  - iii) where the **Appointed Representative** refuses to act on behalf of the **Insured Person** for any reason *other than* a conflict of interest when Condition 5(vi) will apply
  - iv) in respect of witness, experts or agents interviewed, engaged or called as a witness without the prior written approval of **MSL**
  - v) prior to issue of formal **Legal Proceedings** which does not include correspondence by way of pre action protocol or any mediation or other alternative dispute resolution procedure
  - vi) adverse costs awards made against the **Insured Person**, pursuant to section 22, Employment Act 2002 including, without limitation, prior to the expiry of any applicable ACAS discussion period.
- 6 Delay and prejudicial acts**  
where an **Insured Person**, in the reasonable opinion of the **Insurers**, acts in a manner which is prejudicial to the case, including being responsible for any unreasonable delay; withdrawing instructions from the **Appointed Representative** or withdrawing from the case
- 7 Other insurances**  
for **Legal Expenses** which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist except for any amount in excess of that which would have been payable under the other insurance(s)
- 8 Fines and penalties**  
for fines, damages or other penalties which the **Insured Person** is ordered to pay by a court or other authority
- 9 Disagreement**  
relating to any dispute with the **Insurers** or **MSL**
- 10 Date change**  
for **Legal Expenses** arising directly or indirectly from the failure of computer; data processing and any other electronic equipment or component, including microchips, integrated circuits and similar devices and or any software to recognise, interpret or process any date as its true calendar date
- 11 War Risks**  
for **Legal Expenses** arising from any consequence of war; invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war; rebellion, revolution, insurrection or military or usurped power; confiscation, requisition or damage to property by or under the authority of any government, public or local authority

## Section nine

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### Legal Expenses (continued)

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#### 12 Radioactive Contamination

for **Legal Expenses** arising from any expense consequential loss, legal liability or any loss or damage, to property directly or indirectly caused by, contributed to, by or arising from

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly
- iii) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds

#### 13 Judicial review

for **Legal Expenses** relating to any judicial review whether within the **Territorial Limits** or not

#### 14 Bankruptcy, liquidation or receivership

for legal expenses when the insured person is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered in to a deed of arrangement or part or all of the insured person's affairs or property are in the care or control of a receiver or an administrator

#### 15 Intellectual property

relating to Legal Proceedings involving copyright(s), trademark(s), merchandise mark(s), registered or unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreements

#### 16 Medical Negligence

relating to legal proceedings arising out of any actual or alleged case of medical negligence committed against any **Insured Person**

#### 17 Breakdown of marriage

relating to any dispute that you may personally have arising from or relating to the breakdown of a marriage or quasi marital relationship

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### COMPLAINTS PROCEDURE

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Our aim is to provide a first class standard of service at all times. If you think we have let you down, please contact us or your usual insurance advisor who will try to help you. Quoting your certificate number will assist us in dealing with the problem more quickly.

If you are not satisfied with the outcome, please write to The Claims Manager, MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW.

If, after taking this action you are still unhappy, you may write to The Managing Director, Financial & Legal Insurance Company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW.

If you are not satisfied with the response of financial & Legal Insurance Company Limited you may be entitled to refer your complaint to the financial Ombudsman Service.

The use of these facilities does not affect your right to take legal action.

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## Endorsements

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(Applicable only if shown on Your Schedule).

001

While the Home is vacant or Unoccupied We will not pay for any loss or damage by causes 3 (storm or flood), 4 and 5 (escape of water or oil) under Section one – **Buildings**.

002

We agree that the definition of **Home** is amended to include the surgery at the insured **Premises** used by **You** and **Your** partners or assistants in the course of **Your** profession as a medical or dental practitioner. We also agree that Section four – Legal Liability (Liability to the Public) is extended to include liability to patients and other visitors to the surgery; BUT liability arising from any medical, dental or surgical treatment or advice is NOT covered.

003

We will not pay for any loss or damage to the **Buildings** under this **Policy** other than loss or damage by cause 1 (fire, explosion, lightning, earthquake) under Section one – **Buildings**.

004

While the **Home** is vacant or **Unoccupied**, We will not pay for any loss or damage by causes 4 and 5 (escape of water or oil) or 6 (theft or attempted theft) under Section two – **Contents**.

005

We agree that the **Contents** are insured while in storage at a depository which is constructed of brick, stone or concrete BUT NOT including **Money**, stamp or coin **Collections** jewellery, articles of gold, silver or plate, furs or breakage of glass.

006

We will only pay for the portion of **Contents** which belong to **You** or **Your Family**.

007

We will not pay for any loss or damage to **Contents** caused by theft or attempted theft unless there is physical evidence of forced entry to, or exit from, the **Home**.

008

We agree that Section three – Liability to Domestic Employees is extended to include the legislated compulsory insurance of Employers Liability in the **United Kingdom** but **You** must repay all amounts paid out by **Us** for which **We** would not have been liable to pay but for the provisions of the legislation.

009

We agree that the definition of **Home** is amended to include the surgery at the insured Premises used by **You** and **Your** partners or assistants in the course of **Your** profession as a medical or dental practitioner. We agree that Section four Legal Liability (Liability to the Public) is extended to include liability to patients and other visitors to the surgery BUT liability arising from any medical, dental or surgical treatment or advice is NOT covered. We agree that Section three – Liability to Domestic Employees is extended to include any persons employed by **You** in a private or professional capacity, BUT NOT persons employed as receptionists, assistants, technicians, nurses, secretaries and the like unless **We** have agreed in writing.

010

It is a condition of this **Policy** that the **Home** is secured by five-lever mortice deadlocks to British Standard 3621 on all external doors (except on patio doors which are to be fitted with patent patio door locks to prevent lifting and French doors which should be fitted with security bolts top and bottom to each leaf). All accessible opening windows must be fitted with key operated window locks.

011

It is a condition of this **Policy** that the **Home** is fitted by a Nacoss approved installer, with a burglar alarm to British Standard 4737 which is maintained in working order under contract with the installing company. We will not pay for any loss or damage caused by theft from the **Home** UNLESS the burglar alarm system is in full and effective operation whenever the **Home** is left unattended and when **You** and **Your Family** retire for the night.

012

It is a condition of this **Policy** that all existing security and protections installed in the **Home** must be maintained in working order and must be in full use whenever the **Home** is left unattended and when **You** and **Your Family** retire for the night. **You** agree that any existing security or protections will not be changed in any way that would be detrimental to **Us** without **Our** written consent. We agree that windows may be left open for ventilation in occupied bedrooms overnight.

013

We will not pay for any loss or damage caused by theft or attempted theft of jewellery from the **Home** unless it is kept in a locked safe when not being worn.

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## Endorsements (continued)

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014

**We** will not pay for loss or damage to contact lenses while worn for swimming, bathing or diving.

015

The basis of claims settlement for loss or damage to stamp **Collections** will be 65% of the current catalogue value published by Messrs Stanley Gibbons & Company.

016

The basis of claims settlement for loss or damage to coin **Collections** will be 65% of the current catalogue value published by B A Seaby Limited.

017

**We** agree that the definition of **Contents** is amended to include the increased limit for jewellery, furs, gold and silver, including plated articles, as shown in **Your Schedule**.

022

The **Excess** under Section one – **Buildings** is £250 other than for claims in respect of:

- riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously under cause 8 if the **Home** is let.
- subsidence, landslip or heave under cause 9

024

The **Excess** under Section two – **Contents** is £250 other than for claims in respect of:

- riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously under cause 8 if the **Home** is let.

025

It is a condition of this Policy that a powder type fire extinguisher be fitted in the kitchen and any type fitted on the landing or in the hallway, both to be maintained in good working order at all times.

026 Thatch clause

It is **Your** duty to ensure that:

- all chimneys to solid-fuel stoves, boilers and open fires are kept in a good state of repair and that they are professionally cleaned once a year before winter.
- all old thatch and thatching is burnt at a distance of more than 100 metres from the **Buildings**.
- no naked flames or tools producing naked flames be present in the attic or loft space at any time.

If **You** fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage caused by fire.

027

The **Excess** under Section one – **Buildings** is increased to £2,500 under cause 9 (subsidence, landslip or heave). This increased Excess replaces the original Excess under cause 9 and is not an additional amount.

028

**We** will not pay for ANY loss or damage by cause 9 (subsidence, landslip or heave) in respect of Section one – **Buildings** insured by this **Policy**.

029

**We** will not pay for ANY loss or damage by cause 9 (subsidence, landslip or heave) in respect of Section two – **Contents** insured by this **Policy**.

030

**We** note that **Your Home** is built of materials which have been declared by You on the proposal form and not as stated under the definition of **Buildings** in the **Policy** wording.

031

**You** or **Your** representative must visit the insured **Home** at least once weekly.

039

**Your** bank or building societies interest clause

The rights of the bank or building society who provided **Your** mortgage will not be affected by anything **You** do to increase the risk of loss or damage to the **Home** provided that they were unaware of such action. The bank or building society must write and tell **Us** as soon as they become aware of any action **You** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **You** will have to repay them.

040

The Definition of **Contents** is amended to exclude jewellery, furs, gold and silver, including plated articles.

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## Endorsements (continued)

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041

The Excess under Section one – Buildings is £500 other than for claims in respect of:

- riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously under cause 8 if the **Home** is let
- subsidence, landslip or heave under cause 9

042

The Excess under Section one – Buildings is £1000 other than for claims in respect of:

- riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously under cause 8 if the **Home** is let
- subsidence, landslip or heave under cause 9

043

The Excess under Section two – Contents is £500 other than for claims in respect of:

- riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously under cause 8 if the **Home** is let

044

The Excess under Section two – Contents is £1000 other than for claims in respect of:

- riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously under cause 8 if the **Home** is let

046

The Excess under Section five – Valuables and personal possessions is £250.

047

The Excess under Section five – Valuables and personal possessions is £500.

048

The Excess under Section five – Valuables and personal possessions is £1,000.

054

Hotel and motel clause

This insurance does not cover theft or disappearance of jewellery from hotel or motel rooms during **Your** absence from such rooms.

(This clause overrides exclusion k) of section five).

055

Keys clause

This insurance does not cover theft of jewellery from safe(s) unless **You** have removed the keys of the safe(s) from the **Home** while **You** are absent from the **Premises**.

056

Musical instruments clause

This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.

057

Flood exclusion clause

Section one (**Buildings**) and section two (**Contents**) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one and two.

058

Contractors exclusion clause

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

059

Business-use extension clause

In return for the payment of an extra premium section four A(i) extends to include **Your** legal liability, as defined in that section, for using the **Home** for the business purposes which are detailed in the **Schedule**. However, **We** will not cover any liability arising out of advice given or services rendered in respect of **Your** profession, occupation or business or employment.

060

Unattended vehicles clause

This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.

## Notice to the insured

### **Contractors (Rights of Third Parties) Act 1999 Clarification**

A person who is not a third party to this insurance has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any terms of this insurance, but this does not affect any right or remedy of a third party which exists or is available under this act.

### **English Law**

**You** and **We** are free to choose the law applicable to the policy. As **We** are based in England **We** propose to apply the laws of England and Wales and by purchasing this **Policy You** have agreed to this.

### **Data Protection Act**

It is understood by the **Insured** that any information provided to **Us** regarding **You** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purposes of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

In order to prevent and detect fraud **We** may at any time:

- share information about **You** with other organisations and public bodies including the police;
- check and/or file **Your** details with fraud prevention agencies and databases, and if **You** provide **Us** with false or inaccurate information and **We** suspect fraud, **We** will record this. **We** and other organisations may also search these agencies and databases to:
- help make decisions about the provision and administration of insurance, credit and credit related services for **You** and member of **Your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** insurance policies;
- check **Your** identity to prevent money laundering, unless **You** furnish **Us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

**We** may send data in confidence for processing to companies in the AXA Group (or companies acting on **Our** instructions) including those located outside the European Economic Area. By taking out this insurance Policy **You** consent to such use of **Your** personal data.

**We can supply, on request, further details of the databases We access or contribute to.**

## Complaints

It is our intention to provide you with a high level of customer service, however if you should wish to make a complaint about our service, we have a formal complaints procedure.

The address is	Sections one - eight	Section nine
	Underwriting Manager	The Claims Manager
	Prestige Underwriting Services Ltd.	MSL Legal Expenses Ltd
	Astra House	1 Lakeside
	Southfields	Cheadle Royal Business Park
	Basildon	Cheadle
	Essex	Cheshire
	SS15 6TQ	SK8 3GW
	Telephone: 0845 330 3380	

If **you** are not satisfied with the way a complaint has been dealt with **you** may ask **your** insurer to review **your** case without prejudice to **your** rights in law.

The address is:	Section one - eight	Section nine
	Head of Customer Care	The Managing Director
	AXA Insurance	Financial & Legal Insurance Company Ltd
	Civic Centre	1 Lakeside
	Ipswich	Cheadle Royal Business Park
	Suffolk	Cheadle
	IP1 2AN	Cheshire
		SK8 3GW

If **We** have given **You** our final response and **You** are still dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **We** have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted. Referral to the Ombudsman will not affect **Your** right to take legal action.

The address is: All Sections  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone: 0845 0801800.  
Or by email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

AXA Insurance is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot meet our obligations. The amount of compensation will be equal to 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.







**Prestige Underwriting Services Limited**

Astra House, Christy Way, Southfields, Basildon, Essex SS15 6TQ  
Tel. 0845 330 3380 Fax 01268 540524