

# ADRIAN FLUX

*Executive Home Insurance*



[adrianflux.co.uk](http://adrianflux.co.uk)



This is your Executive Home Insurance policy document.

If you have any questions about these documents, please contact Adrian Flux Insurance Services who will be pleased to help you.

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# The contract of insurance

This policy, the schedule and any endorsements form a legally binding contract of insurance between you and us, and should be read as one document. They set out what is covered and what is not covered, together with the sums insured and any special terms applicable.

This contract is based on the information you gave us in your proposal or statement of fact. You must tell us if any of this information is incorrect or if it changes, otherwise you may not be covered. This insurance covers liability, loss or damage that happens during any period of insurance for which you have paid, or agreed to pay, the premium.

Please check that the contract is suitable for your needs.

This contract is written in English and all communications about it will be in English. Unless we have agreed otherwise, the law applying to this contract is English law.

## The Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

Part A Home Insurance and Part B Annual Travel of this policy is underwritten by Novae Underwriting Limited for and on behalf of Syndicate 2007 managed by Novae Syndicates Limited which is authorised and regulated by the Financial Services Authority - registration number 204888.

Part C Legal Expenses insurance is managed and provided by Arc Legal Assistance Ltd. It is underwritten by Inter Partner Assistance SA.

Signed for and on behalf of insurers



Gerry Bucke  
Adrian Flux Insurance Services

# General conditions

The following conditions apply to Part A and Part B of this insurance. Each part and section of this insurance also has its own special conditions.

## 1 Reasonable care

**You** must keep **your** property in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

## 2 Changes

**You** must tell **us** as soon as reasonably possible about any change in the information given to **us** which is relevant to this insurance. If **you** do not, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

Changes **you** must tell **us** about include:

- changes to the type and level of security at **your home**, particularly if there are problems with automatic alarm systems and the security company or the Police withdraw their response to alarm signals;
- a change of address or adding a new address whether permanent or not;
- if are going to leave **your home unfurnished** for more than 30 days or **unoccupied** for more than 60 days;
- any alteration or building work at **your home**, particularly if **you** have to sign a contract or where using heat is involved;
- moving **contents, fine art and antiques** and **valuables** between **your** homes or to any other places such as an auction house, dealer, gallery, museum, restorer or commercial storage facility;
- any new items or revised valuation which increases the value of **your contents, fine art and antiques** and **valuables**;
- any alteration, extension or improvement to the **buildings** which increases the rebuilding cost;
- any change in the health (physical or mental), occupation, sport and activity of any person who has annual travel cover or a change in any circumstances that may result in a claim; and
- if any person covered under this insurance has received a Police caution for or been convicted of or charged with an offence (other than motoring);

**We** have the right to alter the premium, change any terms and conditions or cancel this insurance when **you** tell **us** about a change.

## 3 Claims

When there is a claim or possible claim, **you** must tell **us** as soon as possible.

For loss or damage claims, **you** must:

- give **us** (at **your** own expense) any documents, information and evidence **we** need;
- tell the Police immediately if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number;
- take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

## 4 Our rights after a claim

**We** may enter any building where loss or damage has happened, take possession of the insured damaged property and deal with any salvage in a reasonable manner. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this insurance, **we** may take over, carry out, defend or settle any claim in **your** name.

**We** can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

# General conditions (continued)

## 5 Fraudulent claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which **you** knew about or deliberately caused

**we**:

- will not pay the claim and all cover under this policy will cease;
- will not pay any other claim which has been or will be made under the policy;
- may at **our** option declare the policy void;
- will be entitled to recover from **you**, the amount of any claim **we** have already paid under the policy since the last renewal date;
- will not return any premiums **you** have paid; and
- may inform the Police.

## 6 Disagreement over amount of claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

## 7 Cancellation

**Your** right to change **your** mind

**You** may cancel the insurance without giving reason by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. **We** will make a charge equal to the period of cover **you** have had, but this charge will be at least £25 plus the Insurance Premium Tax (IPT).

### Cancellation after the withdrawal period

**You** may cancel this insurance after the withdrawal period by giving **us** notice in writing. **We** will refund part of **your** premium which applies to the remaining **period of insurance**, but not under Part B – Annual travel (as long as **you** have not made a claim within the **period of insurance**).

**We** may cancel the insurance by sending **you** 14 days' notice to **your** last known address. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as **you** have not made a claim).

**We** may cancel the insurance immediately if **you** do not pay a premium or fail to pay a premium under any direct debit instalment scheme. **We** will not refund any premium **you** have paid by instalments. If **we** have accepted a claim for loss or damage under this insurance, **we** may take any premium instalments **you** owe from the claim payment.

## 8 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

# General exclusions

The following exclusions apply to Part A and Part B of this insurance. Each part and section of this insurance also has its own special exclusions.

This insurance does not cover:

- direct or indirect loss or damage to any property;
- any legal liability;
- costs and expenses; or
- death or injury to any person

caused by, contributed to or arising from the following:

- 1 Radioactive contamination from:
  - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste as a result of burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, civil war, revolution and any similar event.
- 3 Loss of value after **we** have made a claim payment (except as allowed for **fine art and antiques and valuables**).
- 4 Pressure waves from aircraft and other flying objects at or above the speed of sound.
- 5 Pollution or contamination of air, water or soil, unless the pollution or contamination is a direct result of an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

**We** will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than escape of water or oil from **your** fixed domestic water or heating systems.

- 6 Computer viruses or erasure or corruption of electronic data. The failure of any equipment to correctly recognise the date or a change of date.

In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

- 7 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moths, any cause that happens gradually, or mechanical or electrical breakdown.
- 8 Indirect loss of any kind.
- 9 Biological or chemical contamination due to or arising from:
  - terrorism; or
  - steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm; or
  - putting the public or any section of the public in fear
- if it is likely that the purpose is of a political, religious or ideological nature.

- 10 Any accident, injury, loss or damage caused deliberately, maliciously or wilfully by **you**, **your** guests, tenants or employees.
- 11 Any loss or damage caused by deception (when someone persuades you to give or sell them **your** belongings by misleading **you**) unless the only deception is getting into the **home**.
- 12 Loss or damage occurring before cover starts or arising from an event before cover starts.

# Part A – Home insurance

## Definitions

The following words or phrases have the same meaning whenever they appear in Part A of this document, schedule and endorsements. These words are highlighted by the use of bold print.

### Accidental damage

Damage caused as a direct result of a single unexpected event.

### Aggravated damages

Damages that are awarded when a person's behaviour, or the circumstances of a case, increase the injury to the other person because they are humiliated, distressed or embarrassed.

### Amount insured

The most **we** will pay which is shown against each section or item in the **schedule**, together with any adjustment for index linking, if this applies.

### Buildings

**Your home**, including decorations inside, fitted furniture, fixtures and fittings, fitted appliances, **tenants' improvements**, service pipes, cables, underground and fixed domestic fuel tanks, swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, ornamental fountains and ponds, hard tennis courts, terraces, patios, drives, footpaths, foot bridges, walls, gates, fences and hedges which **you** own or are legally responsible for.

### Business contents

Office furniture and equipment, stationery, software, books, deeds, documents, films, transparencies and reference materials in **your home**. This does not include any stored information or any equipment owned by **your** employer.

### Contents

Household goods, furnishings and equipment, **personal belongings, fine art and antiques, valuables, outdoor items, business contents**, garden equipment including lawn mowers and domestic motorised garden equipment, motorised wheelchairs, golf trolleys, golf buggies and quad bikes, pedestrian-controlled power-driven toys and models (except aircraft), electrically-powered toy and model vehicles which **you** sit in, radio and television aerials, satellite dishes, their fittings and masts, all of which **you** normally keep in or on the **home** and which **you** own or are legally responsible for.

**Contents** do not include:

- any other property more specifically insured by this or any other insurance;
- **money or credit cards**;
- motor vehicles, including all terrain and similar vehicles, power-driven toys and models, their spare parts and accessories except as allowed for above;
- caravans, trailers and watercraft other than hand-propelled craft, aircraft and gliders and their spare parts and accessories;
- any living creature;
- any part of the **buildings** including fitted furniture, fitted appliances and **tenants' improvements**;
- computer operating systems and software tailored to **your** own specification; or
- items **you** normally keep in other homes, boats, caravans or offices unless **we** have agreed in writing to provide cover for them.

### Credit card(s)

Credit, debit, charge, cheque guarantee or cash cards **you** keep for private purposes and which **you** are legally responsible for.

### Domestic outbuildings

Garages, stables, barns, studios, conservatories, greenhouses, summer houses, pool houses, garden sheds, aviaries, boat houses, piers, wharves, jetties and other similar structures at **your home** which **you** own or are legally responsible for, and which are only used for private domestic purposes.

### Endorsement(s)

A variation to the terms and conditions of this insurance, which is shown on **your schedule**.



## Definitions (continued)

### Excess

The first amount of any claim which **you** must pay, as shown in the **schedule**.

### Fine art and antiques

Antique and designer made furniture, paintings, drawings, etchings, prints and photographs, tapestries and rugs, books and manuscripts, statues, sculptures and works of art, porcelain, rare glass and art glass windows, stamp or coin collections, precious metals or precious stones (or both), including gold, silver and plated items, which **you** own or are legally responsible for.

This category does not include **valuables**.

### Home

The private living accommodation and **domestic outbuildings** at the address shown on the **schedule**.

### Liquidated damages

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

### Money

Cash and cheques, traveller's cheques, travel or other tickets with a fixed value, postal and money orders, banker's drafts, current postage stamps, savings stamps and certificates, and premium bonds, all of which **you** keep for private purposes.

### Multiplying compensatory damages

Damages where the amount of money awarded as compensation is multiplied as a punishment.

### Outdoor items

Garden furniture, statues and ornaments, barbecues, marquees and portable gazebos, children's play equipment and any other items designed to be left outdoors.

### Period of insurance

The length of time covered by this insurance (as shown on the **schedule**) and any extra period for which **we** accept the premium.

### Personal belongings

Clothing, baggage, sports equipment, pedal cycles and items worn, used or carried, which **you** own or are legally responsible for.

### Punitive or exemplary damages

Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.

### Schedule

The document showing **your** details, the property and **amounts insured**, the **period of insurance**, any **endorsements** which apply, the amount of any **excess** which **you** have to pay and the sections of this document which apply to **you**.

### Tenants' improvements

Improvements, alterations and decorations which **you**, or a previous tenant, have carried out and which are not covered by **your** landlord's or any other insurance.

### Unfurnished

Where **your home** has not been furnished enough for normal living purposes for more than 30 days in a row.

### United Kingdom

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

### Unoccupied

Where **your home** has not been lived in by **you** or a member of **your** family for more than 60 days in a row.

### Valuables

Jewellery, watches, furs and guns which **you** own or are legally responsible for.

## Definitions (continued)

### **We, us, our**

The insurer named on the **schedule**, which is made up of the Lloyd's underwriters who have insured **you** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **us** for the names of the underwriters and the share of the risk each has taken on.

### **You, your**

The person or people named on the **schedule** as the insured and family members who live in **your home** permanently. In certain circumstances, this will also include **your** legal personal representatives.

## Home care

The following apply if **you** have chosen cover under Part A – Home insurance.

### 1 **Reward**

**We** will pay up to £5,000 to any person or organisation (other than **you** or the Police) for information leading to the arrest and conviction of any person who committed an illegal act which resulted in loss or damage covered by this insurance.

### 2 **Moving as a result of violent crime**

**We** will pay up to £15,000 for conveyancing costs, estate agents' fees and removal expenses **you** have to pay if **you** decide to move **home** as a direct result of a crime involving a serious physical assault against **you** by someone who has since been charged with the crime. Both the crime and **your** decision to move must happen while this insurance is valid.

### 3 **Special alterations to your home**

**We** will pay up to £15,000 or 5% of the **amount insured** for **buildings** (whichever is less) for adapting **your home**, if this is necessary because **you** (but not **your** domestic employees) have been physically injured by a sudden and unexpected accident, during the **period of insurance**.

### 4 **Locks and keys**

**We** will pay the reasonable and necessary cost of replacing the keys and locks to outside doors, safes, strongrooms and alarms in **your home**:

- if the keys have been lost or stolen; or
- after a theft at **your home** which **we** cover under this insurance.

If there is no security risk, **you** must let **us** know beforehand and get **our** written agreement before proceeding.

# Section one: Buildings

Your schedule will show if this cover applies.

## What is covered

We will insure the **buildings** for loss or damage caused directly by a single unexpected event.

## What is not covered

The **excess** shown on the **schedule** or in any **endorsement**.

The following exclusions apply to Section one: Buildings. Please see the General exclusions which also apply.

Loss or damage, caused by a storm or flood, to hedges, gates, fences, trellises, fruit frames and other similar fixtures.

Loss or damage to any part of the **buildings**, while **unfurnished** or **unoccupied**, caused by water escaping from, or frost damage to, any fixed domestic water, drainage or heating system or any washing machine, dishwasher, refrigerator, freezer, water bed or fish tank. This exclusion will not apply if the water has been turned off at the mains and all the systems have been drained, or **you** have an automatically controlled central heating system keeping all **your home** heated to at least 15 degrees centigrade.

Loss or damage to any part of the **buildings** by theft, attempted theft, vandalism and malicious acts while **your home** is **unfurnished** or **unoccupied**, unless all safety measures provided to protect the property are being used and an authorised person regularly inspects **your home**.

Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.

Loss or damage caused by:

- misuse, built-in faults, faulty design, faulty workmanship or using faulty materials;
- frost, atmospheric conditions, light or extreme temperatures;
- rising damp, vermin, insects, fungus, warping or mould;
- chewing, tearing, scratching or fouling by domestic pets;
- the action of chemicals on, or the reaction of chemicals with, any materials which form part of the **buildings**;
- normal settlement or shrinkage;
- restoring, repairing, extending, cleaning, redecorating, maintaining or altering the **buildings**, unless **we** have agreed in writing to cover this;
- rising ground water levels.

# Section one: Buildings (continued)

## What is covered

## What is not covered

Loss or damage if **you** have entered into a contract which in any way removes or limits **your** legal rights against the contractor, unless **we** have agreed to this in writing.

Subsidence, ground heave or landslip of the site on which the **buildings** stand caused by:

- coastal or river erosion;
- construction work or repairing, demolishing or altering the **buildings**;
- new structures bedding down, settling, expanding or shrinking, or newly made up ground settling;
- foundations which failed to meet the building regulations which applied at the time they were laid.

Subsidence, ground heave or landslip damage:

- to swimming pools, ornamental ponds, fountains, tennis courts, terraces, patios, drives, footpaths, foot bridges, walls, hedges, gates, fences, septic tanks and domestic fixed fuel tanks, unless the private living accommodation is damaged at the same time and by the same cause; or
- to or resulting from solid floor slabs moving unless the foundations beneath the external walls are damaged at the same time and by the same cause;

which **you** have received compensation for, or which would have been covered under any contract, law or guarantee if this insurance did not exist.

**We** will also pay for the following.

### Alternative accommodation and loss of rent

**We** will only pay claims if **you** cannot recover the money from elsewhere and **you** get **our** written agreement before **you** pay, or agree to pay, any costs (unless **you** need to take immediate action for safety reasons).

- 1 While **your home** cannot be lived in, as a result of loss or damage covered by an event insured under Section one: Buildings, **we** will pay:
  - the reasonable extra costs of similar accommodation for **you** and **your** pets and horses, as long as **you** usually live in the **home**; or
  - loss of rent **you** would have received from a tenant plus ground rent which **you** cannot get back from elsewhere;for up to two years from the date of the incident.

Any period over two years from the date of the incident.

## Section one: Buildings (continued)

What is covered	What is not covered
<p><b>Alternative accommodation and loss of rent</b> (continued)</p> <p>2 If the Police or local authority prevent any access to the <b>home you</b> are living in as a direct result of damage to neighbouring properties by a cause which <b>we</b> would have covered under Section one: Buildings, <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>• the reasonable extra costs of similar accommodation for <b>you</b> and <b>your</b> pets and horses, as long as <b>you</b> usually live in the <b>home</b>; or</li> <li>• loss of rent <b>you</b> would have received from a tenant plus ground rent which <b>you</b> cannot get back from elsewhere;</li> </ul> <p>for up to 30 days from the date of the incident.</p>	<p>Any period over 30 days from the date of the incident.</p>
<p><b>Tracing leaks</b></p> <p><b>We</b> will cover the cost of tracing the source of any water or oil which has leaked from any fixed domestic water, sewage or heating system including any repairs needed to floors, walls, ceilings, fixtures, fittings and fitted furniture, as a result of the leak.</p>	
<p><b>Underground services</b></p> <p>The cost of repairing or replacing underground domestic fuel oil pipes, drain inspection covers, underground service pipes and cables, sewers and drains <b>you</b> are legally responsible for as a result of <b>accidental damage</b>.</p>	<p><b>We</b> will not pay for the cost of clearing blocked sewer pipes, drains, pipes or underground tanks.</p>
<p><b>Temporarily removing fixtures</b></p> <p><b>We</b> will pay up to 10% of the <b>amount insured</b> for <b>buildings</b> for the cost of repairing damage to permanent fixtures of the <b>buildings</b> which have been removed to a secure place, for up to 60 days, to be restored, repaired or protected, while the <b>buildings</b> are being restored or repaired.</p>	<p><b>We</b> will not pay for damage to property which is insured under another policy or which <b>we</b> specifically do not cover under Section one: Buildings.</p>
<p><b>Garden repair cost</b></p> <p><b>We</b> will pay up to 5% of the <b>amount insured</b> for <b>buildings</b> for the cost of repairing damage to the garden at <b>your home</b> in the <b>United Kingdom</b>, caused by fire, lightning, explosion, theft or attempted theft, being hit by vehicles and aircraft, riot, civil commotion, terrorist acts, vandalism or malicious acts.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>• more than £500 for any one tree, plant or shrub;</li> <li>• costs which relate to undamaged parts of the garden;</li> <li>• for any damage to paddocks and woods;</li> <li>• any fees <b>you</b> pay to prepare <b>your</b> claim; or</li> <li>• for anything <b>you</b> grow for commercial purposes.</li> </ul>

# Section one: Buildings (continued)

<p><b>What is covered</b></p> <p><b>New fixtures and fittings</b></p> <p>We will pay up to £10,000 for damage to new fixtures and fittings while they are being installed, as long as:</p> <ul style="list-style-type: none"> <li>• <b>you</b> tell <b>us</b> about the installation as soon as possible and within 21 days of the work starting;</li> <li>• no structural alterations are involved;</li> <li>• under the terms of the contract with the contractor, <b>you</b> do not have to take out specific insurance or to have the contractor named as insured under this insurance; and</li> <li>• <b>you</b> pay any extra premium <b>we</b> ask for.</li> </ul>	<p><b>What is not covered</b></p>
<p><b>Professional fees and other costs</b></p> <p>We will pay the reasonable and necessary costs for:</p> <ul style="list-style-type: none"> <li>• architects', surveyors', consulting engineers', legal and other fees to repair, rebuild or replace the <b>buildings</b>;</li> <li>• removing debris and demolishing or supporting parts of the <b>buildings</b> which have been damaged in order to make the site safe, as long as <b>you</b> get <b>our</b> permission in writing before any work starts, unless <b>you</b> need to take action immediately to make the <b>buildings</b> safe; and</li> <li>• meeting any government or local authority requirements unless <b>you</b> received notice of these requirements before the loss or damage happened.</li> </ul>	<p>We will not pay any fees <b>you</b> pay to prepare <b>your</b> claim or any costs which relate to undamaged parts of the <b>buildings</b> that are not damaged.</p>
<p><b>Selling your home</b></p> <p>If <b>you</b> enter into a contract to sell <b>your home</b>, the purchaser will be entitled to the benefits in Section one: Buildings, for loss or damage which happens during the period between exchanging contracts (or, if in Scotland, after <b>you</b> have accepted the offer to buy) and when the sale is completed. Any damage must happen during the <b>period of insurance</b>.</p> <p>The purchaser will not be entitled to the cover <b>we</b> provide for alternative accommodation and loss of rent. This extension will not apply if the purchaser (or someone on their behalf) insures the loss or damage with another insurer.</p>	<p>Any claim for loss or damage to <b>your buildings</b> if the buyer is insured under any other insurance.</p>

## Section one: Buildings (continued)

### How we will settle your claim

#### Buildings

**We** will decide whether to pay the cost of repairing or replacing the lost or damaged part of the **buildings**.

The most **we** will pay in total for **buildings** is the **amount insured**.

**We** will not pay for extending, refurbishing or improving the **buildings**.

#### Index linking

The sum insured for **buildings** will be index linked and will be adjusted in line with changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or in line with any other index that **we** decide.

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

**We** will not make a charge for index linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a premium for the adjusted **amount insured**.

#### Under-insurance

If, at the time of any loss or damage, the **amount insured** for **buildings** is less than 85% of the total cost of rebuilding the whole of the **buildings** in a new condition similar in size, shape and form, **we** will pay a proportion of the total cost of rebuilding. For example, if the **amount insured** only covers two-thirds of the cost of rebuilding **your buildings**, **we** will only pay two-thirds of the claim.

#### Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the **amount insured** for **buildings**, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. **We** will not charge any extra premium for maintaining the **amount insured** for **buildings**.

#### The interest of financial institutions

If a building society, bank or other lender is shown in the **schedule** as being interested in the buildings section of this insurance, **we** will treat them as a joint insured. **We** will keep to their usual conditions if **we** have a copy of them.

Their rights, under this insurance, will not be affected by any act or neglect by **you** as long as they give **us** written notice as soon as they realise **your** act or neglect and pay **us** any reasonable extra premium **we** ask for.

# Section two: Contents

Your schedule will show if this cover applies.

<p><b>What is covered</b></p> <p><b>We</b> will insure the <b>contents</b>, anywhere in the world, for loss or damage directly caused by a single unexpected event.</p>	<p><b>What is not covered</b></p> <p><b>We</b> will not pay more than £5,000 for any one item of <b>valuables</b> or £15,000 for any one item of <b>fine art and antiques</b>.</p>
<p><b>Money and credit cards</b></p> <p><b>We</b> will pay up to £2,500 for loss or damage to <b>your money</b>.</p> <p><b>We</b> will pay up to £10,000 which <b>you</b> legally have to pay under the terms of <b>your credit card</b> agreement if <b>your credit card</b> is used by anyone without <b>your</b> permission.</p>	
<p><b>Alternative accommodation and loss of rent</b></p> <p><b>We</b> will only pay claims if <b>you</b> cannot recover the money from elsewhere and <b>you</b> get <b>our</b> permission in writing before <b>you</b> pay, or agree to pay, any costs (unless <b>you</b> need to take immediate action for safety reasons).</p> <p>1 While <b>you</b> cannot live in <b>your home</b> as a result of loss or damage covered by an event insured under Section one: Buildings, <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>• the reasonable extra costs of similar accommodation for <b>you</b> and <b>your</b> pets and horses, as long as <b>you</b> usually live in the <b>home</b>; or</li> <li>• loss of rent <b>you</b> would have received from a tenant plus ground rent which <b>you</b> cannot get back from elsewhere;</li> </ul> <p>for up to two years from the date of the incident.</p> <p>2 If the Police or local authority prevent <b>you</b> from going into <b>your home</b> as a direct result of damage to neighbouring properties by a cause which <b>we</b> would have covered under Section one: Buildings, <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>• the reasonable extra costs of similar accommodation for <b>you</b> and <b>your</b> pets and horses, as long as <b>you</b> usually live in the <b>home</b>; or</li> <li>• loss of rent <b>you</b> would have received from a tenant plus ground rent which <b>you</b> cannot get back from elsewhere;</li> </ul> <p>for up to 30 days from the date of the incident.</p>	



## Section two: Contents (continued)

What is covered	What is not covered
<p><b>Personal belongings of guests and domestic staff who do not live in your home</b></p> <p><b>We</b> will cover loss or damage to the <b>personal belongings</b> of guests and domestic staff who do not live in <b>your home</b>. The loss or damage must happen in <b>your home</b> and must not be covered by any other insurance.</p>	
<p><b>Resident domestic staff</b></p> <p><b>We</b> will cover loss or damage to <b>contents</b> belonging to domestic staff who normally live in <b>your home</b> as long as these are not insured elsewhere.</p>	
<p><b>New purchases</b></p> <p><b>We</b> will pay up to 20% of the relevant <b>amount insured</b> for <b>contents</b> to repair or replace new items <b>you</b> have bought, including <b>fine art and antiques</b> and <b>valuables</b>, as long as:</p> <ul style="list-style-type: none"> <li>• <b>you</b> tell <b>us</b> about these items as soon as possible and, in any case, within 21 days of buying the item; and</li> <li>• <b>you</b> pay any extra premium <b>we</b> ask for.</li> </ul>	
<p><b>Loss of fuel oil and metered water</b></p> <p>Following an event covered by this insurance, <b>we</b> will pay up to £5,000 for any one claim for loss of:</p> <ul style="list-style-type: none"> <li>• fuel oil caused by it leaking from a fixed domestic heating system; or</li> <li>• metered water caused by it escaping from a domestic water, sewage or heating system.</li> </ul>	
<p><b>Damage to food</b></p> <p><b>We</b> will pay the cost of replacing food in <b>your</b> freezer and refrigerator caused by:</p> <ul style="list-style-type: none"> <li>• accidental failure of the refrigerator and freezer;</li> <li>• fumes escaping from the freezer or refrigerator; or</li> <li>• accidental failure of the electricity or gas supply.</li> </ul> <p>The <b>excess</b> shown on the <b>schedule</b> does not apply to any claim for damage to food in <b>your</b> freezer or refrigerator.</p>	
<p><b>Replacing documents</b></p> <p><b>We</b> will pay up to £5,000 for the cost of replacing or restoring <b>your</b> personal deeds and documents following loss or damage.</p>	<p><b>We</b> will not pay more than £5,000 for any one item of <b>valuables</b> or £15,000 for any one item of <b>fine art and antiques</b>.</p>

## Section two: Contents (continued)

### What is covered

#### Gifts

We will automatically increase the **amount insured for contents** by £5,000 for one month before and one month after a wedding, birthday, religious or other celebration of a member of **your** household.

### What is not covered

The following exclusions apply to Section two: Contents. Please see the General exclusions which also apply.

**We** will not pay for the following:

The **excess** shown on the **schedule** or in any **endorsement**.

Any amount over:

- £5,000 for loss of or damage to **contents** which any member of **your** family who normally lives with **you** takes with them to boarding school, college or university, in the **United Kingdom** or any other member state of the European Union; or
- £5,000 for loss of or damage to **contents** in **domestic outbuildings**.

Malicious damage, vandalism, theft or attempted theft of items which are:

- in **your home** if it is **unfurnished** or **unoccupied** (unless **you** are using all safety measures provided to protect the property and **you**, or an authorised person, regularly inspects the **home**); or
- left outside (except **outdoor items** left within the boundaries of the land belonging to **your home**).

Storm or flood damage to **contents** outside **your home** (except **outdoor items** left within the boundaries of the land belonging to **your home**).

Loss or damage while the **buildings** are **unfurnished** or **unoccupied**, caused by water escaping from any fixed domestic water, drainage or heating system or any washing machine, dishwasher, refrigerator, freezer, water bed or fish tank. This exclusion will not apply if the water has been turned off at the mains and all systems drained, or **you** have an automatically controlled central heating system keeping all the **home** heated to at least 15 degrees centigrade.

Loss or damage following damage to the **buildings** caused by subsidence, landslip or heave of the site on which the **buildings** stand which is excluded under Section one: Buildings, whether or not that section of this insurance is in force.

## Section two: Contents (continued)

### What is covered

### What is not covered

Loss or damage to any motorised wheelchairs, golf trolleys, golf buggies, quad bikes and electrically-powered toy and model vehicles which **you** sit in, being used in circumstances where any road traffic laws apply.

Loss or damage caused by:

- misuse, built-in faults, faulty design, faulty workmanship or using faulty materials;
- frost, atmospheric conditions, light or extreme temperatures;
- rising damp, vermin, insects, fungus, warping or mould;
- chewing, tearing, scratching or fouling by domestic pets (other than to **fine art and antiques**);
- the action of chemicals on, or the reaction of chemicals with, any materials which form part of the **buildings**;
- normal settlement or shrinkage; or
- restoring, repairing, extending, cleaning, redecorating, maintaining, altering, reframing or similar processes.

Loss or damage to any quad bike being used:

- other than for agricultural, horticultural or farming purposes;
- for racing, pace-making, trials and any other competitions; or
- by any person under the age of 17 years.

Loss or damage to any quad bike caused by theft unless:

- it is from a locked building;
- the keys have been removed from the bike; and
- someone has forced their way into or out of the building.

Loss of **money** or any amount **you** legally have to pay under the terms of **your credit card** agreement:

- if the loss of the **money** or the **credit card** is not reported to the Police and the card company within 24 hours of discovering the loss;
- caused by **you** breaking the terms and conditions of using the **credit card**; or
- caused by any person related to **you** or any person normally living with **you** using **your credit card** without permission.

## Section two: Contents (continued)

### How we will settle your claim

#### Contents (not including fine art and antiques and valuables)

**We** will decide whether to pay the cost of repairing or replacing a lost or damaged item with a new item in the same form and style.

Unless otherwise shown in the **schedule**, the most **we** will pay for the following is shown below:

<b>Outdoor items</b>	£5,000
<b>Business contents</b>	£10,000
Mobile phones, pagers and portable computer equipment	£3,000
Pedal cycles	£1,000
Saddles and tack	£1,000
Gold, silver and plated items	£5,000
Jewellery, watches and furs	£5,000

These limits do not increase the **amount insured** for **contents** or the more specific **amounts insured** shown in the **schedule**. The most **we** will pay in total for **contents** is the **amounts insured**.

#### Fine art and antiques and valuables (whether included in the overall amount insured for contents or more specifically insured)

##### Items not individually listed in the schedule

**We** may repair or replace the items or pay the market value of these items immediately before the loss happened.

The most **we** will pay for any one item of **fine art and antiques** is £15,000.

The most **we** will pay for any one item of **valuables** is £5,000.

##### Items individually listed in the schedule

**We** may repair or replace the items or pay the **amounts insured** as shown in the **schedule**.

#### Loss in value

If **we** choose to repair the item, **we** will pay the cost of restoring it plus any loss in value (up to the amounts listed above).

#### Pair or sets

If an item, which forms part of a pair or set, is lost or damaged, **we** will pay:

- the cost of restoring the item to the condition it was in immediately before the damage;
- the cost of replacing the item; or
- the cost of making up the difference between the market value of the pair or set immediately before or after the loss, whichever is less.

However, if **you** give **us** the undamaged parts of the pair or set, **we** will deal with the claim as if the whole pair or set had been lost or damaged.

#### Index linking

The **amounts insured** for **contents** (but not **fine art and antiques** and **valuables**) are linked to the Consumer Durables Household Goods section of the Retail Price Index or a similar index and will change each month. **We** will not change **your** premium each month but **we** will work out each renewal premium on the new **amounts insured**.

## Section two: Contents (continued)

### **Under-insurance**

If, at the time of any loss or damage, the **amount insured** is less than 85% of the total cost of replacing **your contents**, **we** will only pay a proportion of the claim. For example, if the **amount insured** only covers two-thirds of the cost of replacing **your contents**, **we** will only pay two-thirds of the claim.

### **Maintaining the amount insured**

**We** will not reduce the **amount insured** if **we** pay a claim as long as **you** take any reasonable measures **we** suggest to prevent further loss or damage.

### **Proof of value and ownership**

To help **you** make a claim, **we** recommend that **you** keep receipts, instruction booklets, guarantee cards, valuations and photographs.

# Section three: Liability

Your schedule will show if this cover applies.

## What is covered

### Personal, occupier's and owner's liability

We will pay up to the limit shown on the **schedule** for all amounts **you** legally have to pay as compensation for accidents which happen anywhere in the world and cause death, injury or illness, to any person or damage to property.

We will also pay costs and expenses awarded against **you** or run up by **you** as long as **you** get **our** permission in writing.

## What is not covered

We will not pay:

- fines or penalties;
- **liquidated damages** or **aggravated damages**;
- **punitive or exemplary damages**;
- **multiplying compensatory damages**.

We will not pay for liability arising from or in connection with the following:

- if **you** are ill, injured or **you** die.
- damage to property **you**, or **your** employees, own or look after.
- injury, illness or death of **your** employees arising out of and in the course of their employment.
- owning, occupying, possessing or using any land or building not at the address shown on the **schedule**.
- from any infectious disease or condition.
- from criminal acts.
- any business, profession or occupation.
- goods **you** or **your** domestic employees have sold, supplied, repaired, renovated, restored, tested or serviced.
- any contract unless **you** would have been liable if the contract had not existed.
- owning, possessing, using or controlling any quad bike other than for agricultural, horticultural or farming purposes but not including:
  - circumstances where any road traffic laws apply;
  - use by any person under the age of 17 years; or
  - racing, pace-making, trials and any other competitions.
- owning, possessing, using or controlling:
  - any mechanically-propelled vehicle including all terrain and similar vehicles other than quad bikes, domestic garden equipment, motorised wheelchairs, golf trolleys and golf buggies, pedestrian-controlled toys and models, electrically-powered toy and model vehicles which **you** sit in;
  - any mechanically-propelled vehicle being used in circumstances where any road traffic law applies;
  - aircraft including models and watercraft other than hand-propelled watercraft and sand yachts;
  - animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking); or

## Section three: Liability (continued)

<p><b>What is covered</b></p>	<p><b>What is not covered</b></p>
<p><b>Liability as the owner of your previous homes</b></p> <p><b>We</b> will pay up to £5,000,000 which <b>you</b> legally have to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous home which <b>you</b> lived in at the time it was sold or <b>you</b> gave it away. However, this only applies if <b>you</b> had no rights or interest in the home at the time of the event.</p> <p><b>We</b> will also pay costs and expenses awarded against <b>you</b>, or run up by <b>you</b>, as long as <b>you</b> get <b>our</b> permission in writing.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>• owning, possessing, using or controlling: any dog specified under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 or any laws which amend these.</li> <li>• any period <b>you</b> are in the United States of America or Canada for over 90 days in total in any one <b>period of insurance</b>.</li> <li>• incidents where <b>you</b> are entitled to cover under any other insurance except for any amount over the limit they will pay (and for which payment has been agreed) under that other insurance.</li> <li>• any liability arising from an assault, alleged assault or a deliberate or malicious act.</li> </ul> <p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>• fines, penalties;</li> <li>• <b>liquidated damages or aggravated damages;</b></li> <li>• <b>punitive or exemplary damages;</b></li> <li>• <b>multiplying compensatory damages;</b></li> <li>• if <b>you</b> are insured by a more recent or current insurance;</li> <li>• the cost of putting right any fault or alleged fault;</li> <li>• for any liability which arises more than seven years after the end of this insurance or Section one: Buildings was cancelled;</li> <li>• for any liability arising from any contract unless <b>you</b> would have been liable if the contract had not existed;</li> <li>• for any bodily injury to <b>you</b>; or</li> <li>• for any damage to property <b>you</b>, or <b>your</b> employees, own or look after.</li> </ul>
<p><b>Liability to your domestic employees</b></p> <p><b>We</b> will pay up to £10,000,000 in any one <b>period of insurance</b> (including costs and expenses awarded against <b>you</b>, or that <b>you</b> run up with <b>our</b> written permission) for all amounts which <b>you</b> legally have to pay as compensation following the accidental death of, bodily injury to or illness of any person <b>you</b> employ to work in <b>your home</b>. The death, bodily injury or illness must be as a direct result of their employment in the <b>United Kingdom</b> or while temporarily elsewhere in the world.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>• fines or penalties;</li> <li>• <b>liquidated damages or aggravated damages;</b></li> <li>• <b>punitive or exemplary damages;</b></li> <li>• <b>multiplying compensatory damages.</b></li> </ul> <p><b>We</b> will not pay claims for:</p> <ul style="list-style-type: none"> <li>• damage to property; or</li> <li>• bodily injury to any employee, arising out of them being carried in or on a vehicle, or getting into, onto or off a vehicle, which is in any place where a road traffic law says <b>you</b> must have insurance or security.</li> </ul>

## Section three: Liability (continued)

### What is covered

#### Liability as tenant

We will pay up to 20% of the **amount insured for contents** for amounts that **you** legally have to pay under a tenancy agreement for **your home** following damage to the **buildings** from any cause insured by Section one: Buildings or Section two: Contents.

### What is not covered

We will not pay for the following.

- The cost of maintaining and redecorating **your home**.
- Liability:
  - while the **buildings** are **unoccupied**;
  - from subsidence, heave or landslip;
  - from any contract unless **you** would have been liable if the contract had not existed; or
  - the cost of clearing blocked sewer pipes, drains, pipes or underground tanks.

### Court awards you cannot get back

We will pay up to £100,000 in any one **period of insurance** for amounts which **you** have been awarded in a court in the **United Kingdom** for damage to property, bodily injury or disease which **you** have not received within three months of the date of the award.

We will pay this as long as:

- **you** would have been entitled to cover under Section three: Liability if **your** position and the position of the person responsible had been reversed;
- the judgement is not under appeal;
- **you** agree to allow **us** to enforce (in **your** name or otherwise) any rights or remedies which **we** will become entitled to when **we** make a payment;
- the liability which the court award applies to happens during the **period of insurance**; and
- the person who owes the award does not live with **you**.



# Customer services information

## Making a claim

If **you** need to make a claim under Homecare, Sections one: Buildings, Section two: Contents and/or Section three: Liability:

- Check **your** policy booklet and **your schedule** to see if **you** are covered.
- Give immediate notice to the Police in respect of any theft, attempted theft, malicious damage or vandalism and obtain an incident number.
- Contact **us** on 0844 856 2058 as soon as reasonably possible, quoting **your** policy number. **We** will register **your** claim and tell **you** what to do next.
- Do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is later returned to **you**.
- Let **us** know if **you** receive any information or communication about the event or cause.
- Make no admission of liability or offer, promise or payment without **our** written consent.

## How to complain

**We** aim to offer a first class service. However, if **you** need to complain about your Home Insurance:

- Contact Adrian Flux Insurance Services on 0844 888 5511.
- If **your** complaint is about a claim, please contact **your** claims handler whose details will be shown in **your** claims documents.
- If after contacting Adrian Flux Insurance Services or the claims handler, **you** are not satisfied with the way the complaint has been dealt with, **you** can write to:

The Compliance Officer, Novae Underwriting Limited, 71 Fenchurch Street, London EC3M 4HH

Please quote **your** policy number as it will help **us** to deal with **your** complaint promptly.

- If **you** are still not satisfied, **you** can ask the Complaints Department at Lloyd's to review **your** case. The address is:

Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA

Phone: 020 7327 5693

Fax: 020 7327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

- **You** can also refer **your** complaint to:

The Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London E14 9SR

These procedures do not affect **your** right to take legal action.

# Part B – Annual travel

## Important notice

- 1 If **you**, or any other person whose health the **trip** may depend on, have made a medically related travel insurance claim within the last three years, or are suffering from a **pre-existing medical condition**, **you** must contact the Medical Risk Assessment helpline on 01243 621244. **We** must agree to provide cover before this part of the insurance applies.
- 2 This part of the insurance only applies if, at the time **you** book and begin the **trip**, **you** are:
  - healthy;
  - fit to travel; and
  - not travelling against medical advice, or with the aim of getting medical treatment abroad, or after being told that **you** have a terminal condition.

**We** will not cover any **claim**, which arises directly or indirectly from a **pre-existing medical condition**, unless **you** have previously told **our** medical helpline about the condition and **we** have agreed, in writing, to cover it.
- 3 Please make sure that everyone travelling is aware of the emergency service details and procedures. If in any doubt, please call the 24 hour medical emergency service number for help.
- 4 **You** must refer any emergency medical, surgical and hospital treatment to the 24 hour medical emergency service before **we** cover the costs. They will make the final decision as to whether or not treatment is medically necessary.

## Definitions

The following words or phrases have the same meaning whenever they appear in Part B of this document, schedule and endorsements. These words are highlighted by the use of bold print

### Accident

A sudden, specific event which **you** have not planned for (including severe weather conditions) which causes physical injury and which is the only direct cause of death or disability.

### Baggage

Clothing, sports equipment, luggage and other personal items **you** wear or carry during a **trip** and that **you** own or are legally responsible for.

### Claim(s)

A claim or series of claims under Part B – Annual travel, as a result of one event.

### Close business colleague

An associate, in the same employment as **you**, whose absence from work or place of employment means **you** need to cancel or cut short the **trip**. This must be confirmed in writing by a director or the head of the business.

### Close relative

**Your** husband, wife, partner (including civil partner), fiancé or fiancée, parent, step-parent, parent-in-law, grandparent, step-grandparent, son, daughter, step-child, son-in-law, daughter-in-law, grandchild, step-grandchild, brother, step-brother, sister, step-sister, brother-in-law or sister-in-law.

### Curtail, curtailment

Cutting a **trip** short.

### Dependent child

A person who is under 21, in full time education, who permanently lives with **you** and is also travelling with **you**.

### Excess

The amount **you** must pay towards each **claim**, other than under Section 8: Personal accident, as shown in the **schedule**. If a **claim** affects more than one person, only one **excess** will apply.

## Endorsement(s)

A variation to the terms and conditions of this insurance, which is shown on **your schedule**.

## Hijack

Unlawfully seizing or taking control of transport which **you** are travelling in as a passenger.

## Insured person

Each person named in the **schedule** as insured under Part B – Annual travel.

## Loss of limb

The loss of use of a hand, arm or leg. Also, four fingers cut off at or above where they join the palm of the hand, a hand cut off at or above the wrist or a foot cut off at or above the ankle.

## Loss of sight

The permanent and total loss of sight which **we** will consider as having happened:

- in both eyes, if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- in one eye if, after correction, the degree of sight **you** have left is 3/60 or less on the Snellen scale (meaning **you** can see at three feet what **you** should be able to see at sixty feet).

## Period of insurance

The length of time covered by this insurance (as shown on the **schedule**) and any extra period for which **we** accept the premium.

## Permanent total disability

A disability which for 52 weeks from the date of the **accident** entirely prevents **you** from:

- doing **your** usual job, if **you** work; or
- if **you** do not normally have a job, from getting work of any kind.

It must also, at the end of 52 weeks, be beyond reasonable hope of improvement.

## Pre-existing medical condition

Any medical condition affecting an **insured person**, or any other person whose health the **trip** may depend on, which existed before the start of the **trip**.

Some of the typical conditions which **you** must tell **us** about include the following.

- Conditions which are long term or recurring (including terminal conditions).
- Conditions for which an **insured person**:
  - is taking medication;
  - is on a waiting list for hospital in-patient treatment; or
  - has seen a doctor or specialist within the six months before the start of the **trip**.
- Mental health conditions (for example, depression or anxiety, including fear of flying or other travel phobias).

## Schedule

The document showing **your** details, the property and **amounts insured**, the **period of insurance**, any **endorsements** which apply, the amount of any **excess** which **you** have to pay and the sections of this document which apply to **you**.

## Trip(s)

The period which begins when **you** leave **your home** or business address in the **United Kingdom** (whichever is later) until **you** return to **your home** or business address, a hospital or nursing home in the **United Kingdom** (whichever is earlier). Winter sports trips must not last for more than 17 days each or be more than 30 days in any one **period of insurance**. Other trips may last up to 90 days each.

## United Kingdom

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

## Vehicle

Any vehicle **you**, a friend, relative or colleague control or hire including a car, minicab or taxi.

## We, us, our

The insurer named on the **schedule**, which is made up of the Lloyd's underwriters who have insured **you** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **us** for the names of the underwriters and the share of the risk each has taken on.

## You/Your

Each person named in the **schedule** as insured under Part B - Annual travel.

# Helplines and claims procedures

## 24 hour medical emergency service

A 24 hour medical emergency telephone service is available to give **you** help, advice and, if necessary, to arrange to bring **you home** in an emergency. Experienced co-ordinators will answer **your** call. Please make sure **you** have details of this insurance and all other relevant information to hand.

**Please phone CEGA 24 Hour Service on 01243 621157 (+44 1243 621157 if calling from abroad)**

## Emergency procedures

### In-patient treatment

**You** must let CEGA 24 Hour Service know before **you** go into a hospital or clinic as an in-patient (unless **you** have a life threatening condition, in which case **you** must let them know as soon as possible).

If **you** have been admitted to a hospital or clinic as an in-patient:

- **you** must let CEGA 24 Hour Service know within 24 hours to confirm the conditions of **your** cover;
- please ask the doctor treating **you** to contact CEGA 24 Hour Service immediately so that they can confirm **your** cover and arrange to pay the medical bills direct; and
- hospital bills which have not been paid should be referred to CEGA Claims Service at the claims office address below.

### Sending you home with medical staff

CEGA 24 Hour Service must approve beforehand any journey where **you** need medical staff to travel with **you** (for example, in an air ambulance).

### Out-patient treatment

**You** must tell CEGA 24 Hour Service if the costs are likely to be more than £500.

## Non-emergency claims procedures

To report non-emergency travel claims:

- please phone **01243 621238** (between 9:00 am and 5:00 pm, Monday to Friday); or
- write to the address below.

### Claims office

**We** have appointed CEGA Claims Service to deal with claims. **You** can get claim forms from CEGA Claims Service and, when **you** have filled them in, **you** should send them to the address below, with all the relevant documents. **You** must do this within 30 days of the end of the **trip**.

CEGA Claims Service, PO Box 127, Chichester, West Sussex, PO18 8WQ.

**Please do not send any documents until you return the filled in claim form.**

### Medical attention

If **you** receive medical treatment for an injury or illness, **you** must make sure that **you** get a medical certificate showing the **details** of the injury or illness and send it to CEGA Claims Service with the completed claim form and any bills which should, if possible, have already been paid.

### Delayed, lost or damaged baggage

If **your baggage** is delayed, lost or damaged, **you** should tell the carrier or handling agent within 24 hours and get a carrier's property irregularity report to send in with the claim form.

# Section 1: Medical and emergency expenses

## What is covered

We will pay the following.

- 1 Up to £5,000,000 for each **insured person** every **trip** for the following:
  - Reasonable expenses **you** have to pay as a result of becoming ill or having an **accident** during a **trip** outside the **United Kingdom** for the following.
    - Medical, surgical and hospital charges (including dental charges to relieve immediate pain only), ambulance, nursing home and nursing care charges.
    - Extra costs for bringing **you** home.
    - Extra hotel expenses.
    - Travel and hotel expenses of one relative, one friend or one qualified nurse who, on medical advice, has to travel to, stay with or escort **you** home if **you** are severely injured or seriously ill.
    - Funeral expenses abroad or the extra cost of returning **your** body home.
    - The cost of storing **baggage** for up to three months or for returning **baggage** to the country **you** normally live in.
    - The extra cost of a private room in a NHS hospital in the **United Kingdom** if, within 90 days of returning home from a **trip**, **you** are suffering from a tropical disease including cholera, malaria, tetanus, typhoid fever, yellow fever, hepatitis and poliomyelitis as a direct result of being in an infected region abroad, but only if:
      - . **you** caught the disease and it was diagnosed during the **period of insurance**;
      - . **you** took all available precautions before, during and after the **trip**; and
      - . **you** have no other insurance in force which covers these costs.
  - Reasonable extra travel and accommodation expenses as a result of sudden serious illness, **accident** to or death of:
    - **you**, or any person who **you** are travelling with or had arranged to travel with;
    - **your close relative** or **close business colleague**, or any person **you** are travelling with or had arranged to travel with; or
    - any person **you** had temporarily arranged to stay with during a **trip**.

## What is not covered

We will not pay for:

- costs **you** run up in the **United Kingdom** except under Sub-section 2;
- medical, surgical or hospital charges **you** run up more than twelve months after the end of the **trip** in which the **claim** happened; or
- the cost of replacing supplies of any medication which an **insured person** was using at the start of the **trip**.

# Section 1: Medical and emergency expenses (continued)

## What is covered

We will also pay:

- £35 for every full 24 hours **you** spend as an in-patient in a hospital as a result of illness or **accident** during a **trip** (up to £1,000); and
  - the cost of emergency recovery if **you** are in an **accident** on the ski slopes.
- 2 Up to £5,000 for each **insured person** every **trip** for the following reasonable expenses **you** have to pay as a result of becoming ill or having an **accident** during a **trip** inside the **United Kingdom**.
- Extra hotel and travelling expenses.
  - Travel and hotel expenses of one relative, one friend or one qualified nurse who, on medical advice, has to travel to stay with or escort **you** home if **you** are severely injured or seriously ill.
  - The extra cost of returning **your** body home.

## What is not covered

## Conditions

- CEGA 24 Hour Service must approve the cost of sending **you** home beforehand.
- **You** must not make any arrangements for any journey home where **you** need medical care during the flight without getting CEGA 24 Hour Service's permission first.
- **You** must tell CEGA 24 Hour Service before **you** go into hospital or a clinic as an in-patient (unless **you** are suffering from a life threatening condition where **you** must let them know as soon as possible).
- If **you** receive medical treatment as an out-patient for an injury or illness, **you** must get a medical certificate showing the details of the injury or illness, together with any bills which should, wherever possible, have already been paid.

## Section 2: Cancellation and curtailment

Cancellation cover applies as soon as **you** book a journey or at the start of this insurance (whichever is later), and finishes when **you** start the **trip**.

### What is covered

We will pay up to £5,000 for each **insured person** every **trip** to repay unused travel, accommodation and other pre-booked costs and charges **you** have paid or agreed to pay if **you** have to cancel or **curtail** the **trip** as a direct result of any cause listed below. However, **we** will only provide cover if **you** cannot claim the costs back from anywhere else.

- **Accident**, illness or death of:
  - **you** or any person **you** are travelling with or had arranged to travel with;
  - **your close relative** or **close business colleague**; or
  - any person **you** had arranged to stay with during a **trip**.
- Serious medical complications where **you** have to go into hospital as a result of pregnancy.
- **You**, or any person **you** had arranged to travel with, being put into quarantine.
- **You**, or any person **you** had arranged to travel with, being made redundant (if this qualifies for payment under current **United Kingdom** redundancy laws).
- **You**, or any person **you** had arranged to travel with, being called as a witness or being made to serve on a jury (where a postponement has been denied by the Clerk of the Court's office).
- Any damage to **your home** or business premises in the **United Kingdom** where **you** need to cancel or **curtail your trip** or if the Police ask **you** to return home following a burglary or attempted burglary at **your home** or place of business.
- Any official requirement for **you** to take part in emergency military, medical or public service.
- A government regulation following an epidemic or natural disaster which prevents **you** from travelling.
- Where there has been specific advice from the Foreign Office either not to travel or to **curtail a trip**.

### What is not covered

We will not pay **claims**:

- if there is a known **pre-existing medical condition** affecting **you** or any person whose illness or death would cause **you** to cancel or **curtail your trip**, unless **you** have told **us** about the condition and **we** have written to **you** to agree cover for it; or
- following voluntary redundancy.

## Section 3: Delay and detour

### What is covered

If the aircraft, sea vessel, coach or train in which **you** are booked to travel is delayed, re-routed or cancelled because of industrial action, strike, riot, terrorism, **hijack**, bad weather or mechanical breakdown, **we** will pay each **insured person** one of the following for every **trip**.

#### 1 For the outward trip only

Up to £5,000 for any unused travel and accommodation expenses **you** have paid or agreed to pay if, after at least 12 hours have passed (or for travel from the Channel Islands or the Isle of Man at least 24 hours have passed), **you** choose to cancel the **trip** completely.

#### 2 For any stage of the trip

£50 for the first full 8 hours and £25 for each further full 12 hours until the actual time **you** leave. **We** will pay up to £500 for each **insured person** each **trip**.

### What is not covered

#### We will not pay **claims**:

- under more than one of the above sections;
- where **you** have failed to immediately tell the travel agent, tour operator or provider of transport or accommodation **you** have decided to cancel the **trip** completely; or
- not supported by a signed statement or certificate from the carrier or tour operator confirming the reason for and the length of the delay.

## Section 4: Missed departure

### What is covered

For any stage of every **trip**, **we** will pay up to £500 for each **insured person** for the reasonable extra costs of transport and accommodation if **you** fail to reach the port, airport or station in time for a scheduled departure as a result of:

- public transport failing because of industrial action, riot, terrorism, **hijack**, bad weather, **accident** or mechanical breakdown;
- sudden traffic jams arising from industrial action, riot, terrorism, **hijack**, bad weather, **accident** or mechanical breakdown; or
- an **accident** involving, or breakdown of, a **vehicle** in which **you** are travelling.

### What is not covered

#### We will not pay **claims**:

- where **you** have not allowed enough time to arrive at the departure point at the time shown in the travel plans;
- where **you** are offered other transport arrangements;
- if a **vehicle** breaks down (unless **you** send **us** a mechanical report or a bill for repairs); or
- as a result of industrial action if it had started or been announced before **you** booked the **trip**.



## Section 5: Hijack

### What is covered

We will pay each **insured person** £100 a day for every full 24 hours lost (up to £5,000 for each **trip**) if a **hijack** prevents an **insured person** from reaching their scheduled destination.

In the event of **hijack**, we will also:

- extend the period of the cover needed for an **insured person** to complete the **trip** (up to twelve months at no extra cost); and
- not apply General exclusion 2 (war risks).

### What is not covered

## Section 6: Loss of documents

### What is covered

Following accidental loss of or damage to travel tickets, passes, passports, visas, green cards and driving licences, we will pay up to £500 for each **insured person** each **trip** for the cost of replacing or restoring the missing documents. This includes the extra travel and accommodation expenses **you** have to pay to get the replacements.

### What is not covered

We will not pay:

- any **claim** unless **you** have reported the loss to the Police as soon as possible and got a report to support **your claim**;
- for loss or damage to business documents and records, computer records, securities or negotiable papers; and
- for losses insured elsewhere.

## Section 7: Delayed baggage

### What is covered

We will pay up to £250 to cover any necessary items **you** need to buy in an emergency and up to £500 for each **insured person** every **trip** for temporarily hiring sports equipment if the carrier of **your** handling agent loses **your baggage** for longer than 12 hours.

### What is not covered

We will not pay any **claim** unless **you** have told the carrier or handling agent as soon as reasonably possible about the event and got a property irregularity report.

## Section 8: Personal accident

### What is covered

We will pay £20,000 if, during the **trip**, **you** suffer an **accident** which results in **your**:

- death;
- **loss of limb**;
- **loss of sight**; or
- **permanent total disability**.

### Disappearance extension

We will immediately pay the compensation for death if:

- **you** disappear during the period of cover;
- **you** are not found within 52 weeks of disappearing; and
- **we** receive enough reasonable evidence to assume that **you** have died following a bodily injury.

Before **we** pay any amount in these circumstances, the person (or people) who will receive the payment must sign to confirm that they will refund the money if **you** are found alive.

### What is not covered

We will not pay:

- if death or **permanent total disability** does not happen within 52 weeks of the **accident**.
- compensation if, as a result of an **accident**, **you** cannot take part in sports, hobbies and activities.
- more than £5,000 for the death of a **dependent child**.
- more than £20,000 to any **insured person** for each **accident**.

## Section 9: Winter sports

### What is covered

**We** will extend the cover provided by Sections 1 to 8 to include **accidents** and losses as a result of winter sports for 17 days in any one **trip** and up to 30 days in any one **period of insurance**.

**We** will also pay the following:

#### Ski pack

**We** will pay up to £500 for each **insured person**, every **trip**, for the unused part of the cost of a ski pack (including ski passes, hire and tuition) as a direct result of **you** being medically certified as unable to ski or snowboard because of an illness that starts during the **trip** or **accident** that happens during the **trip**.

#### Ski and snowboard equipment - Hiring replacement equipment

**We** will pay up to £50 a day (up to £500 for each **insured person**) to hire ski or snowboarding equipment if the equipment **you** own, hire or borrow is accidentally lost or damaged.

#### Ski and snowboard equipment - Loss or damage of hired equipment

**We** will pay up to £250 for each **insured person** for accidental loss of or damage to hired ski or snowboarding equipment.

**You** must do everything **you** reasonably can to protect the equipment when **you** leave it unsupervised and, as soon as is reasonably possible, report any loss or theft to an appropriate Police authority and get a written report.

#### Piste closure

**We** will pay £50 for each day that **you** cannot ski, for more than 12 normal daylight hours during the official ski season, at the resort where **you** are staying, because there is not enough snow or as a result of an avalanche.

This will only apply where:

- the resort is outside the **United Kingdom** and is at least 1,000 metres high;
- there is nowhere else available for **you** to ski; and
- **you** get a report from the resort management proving **your claim**.

The most **we** will pay is £500 for each **insured person**.

**We** will not pay any **claim** within Europe for **trips** beginning or ending between 1 May and 30 November.

### What is not covered

## Section 9: Winter sports (continued)

### What is covered

#### Avalanche closure

We will pay up to £250 for each **insured person** for extra travel and accommodation costs **you** have to pay as a result of an avalanche, a landslip or a landslide delaying **your** outward or return journey by more than 12 hours as long as **you** support any **claim** with a report from the resort management.

### What is not covered

## Exclusions

The following exclusions apply to Annual travel insurance. Please also see the General exclusions which apply to Part A and Part B of this insurance.

This part of the insurance does not cover the following:

- Any **insured person** who, unless **we** have been told and have agreed in writing:
  - is, at the time of booking the **trip**, on a waiting list for in-patient treatment in a hospital or registered nursing home; or
  - has booked or goes on any **trip** against the advice of a medical practitioner or to get medical treatment abroad.
- Any **trip** in the **United Kingdom** unless **you** have booked the **trip**, it is for at least two nights and it includes either accommodation or travel arrangements.
- Pregnancy, unless the **trip** ends more than two months before the baby is due.
- Any **insured person** who, at the time of taking out or renewing this insurance, was 70 years old or older, unless **we** have agreed and **you** have paid any extra premium.
- Any **trip you** go on against the advice of the Foreign Office.
- Unless **we** provide cover in the **schedule**, **you** taking part in or practising for:
  - mountaineering or rock climbing which normally needs guides or ropes;
  - pot-holing or other underground activity;
  - racing (other than swimming or on foot);
  - sports tours and competitions (other than those organised by schools);
  - professional sports;
  - wet-biking, white water rafting or scuba diving to depths of more than 30 metres;
  - flying (other than while travelling as a passenger), hand-gliding, parachuting, parasailing, bungee jumping or other similar activities;
  - hunting;
  - driving or riding on motorcycles over 100cc;
  - military service; or
  - ice hockey, ski-jumping, freestyle skiing, training for or taking part in ski-racing or competitions (other than those races arranged by ski schools for their pupils), skiing off-piste or other similar activities.
- Suicide, deliberately injuring yourself, emotional or psychiatric disorders, the effects of alcohol, using any drugs (other than drugs prescribed by a registered medical practitioner, but not to treat drug addiction) or venereal disease.
- Any injury, illness, death, loss, expense or other liability caused by human immunodeficiency virus (HIV) or any related condition.
- Deliberately putting yourself in danger (other than if **you** are trying to save someone's life).
- Any losses or **claims** as a result of **you** being involved in a crime.
- Any **claims** in any way caused or made worse by any equipment or computer software failing or being unable to recognise, interpret correctly or process any date as its true calendar date or to continue to work correctly beyond that date. (This exclusion only applies under Sections 2 to 7 and 9 of Part B – Annual travel.)
- The amount of any **excess** that applies.
- Winter sports **trips**:
  - which are over 17 days long; or
  - more than 30 days in total in any one **period of insurance**.
- Other **trips** which are over 90 days long.

# Conditions

The following conditions apply to Annual travel insurance. Please also see the General conditions which apply to Part A and Part B of this insurance.

## Telling us about a change

**You** must tell **us** as soon as possible about any change in the information **you** have given **us** which may affect this insurance. In particular, **you** must tell **us** about any changes to **your** state of health (physical or mental), **your** occupation, the sports and activities **you** are taking part in and any medical or other details which may result in a **claim**. If **you** do not do this, **your** insurance may not be valid. **We** can change the terms of this insurance, charge an extra premium or cancel this insurance if **we** become aware of any fact which may affect the cover **we** provide.

## Your duty of care

**You** must take all reasonable steps to prevent loss, **accident**, injury or damage.

## Telling us about a claim

**You** must tell CEGA Claims Service as soon as possible, about:

- any **accident** or illness which **you** may make a **claim** for under this insurance; and
- the death of an **insured person** which is as a result of, or is believed to be a result of, an **accident**.

**You** must send all **claims**, together with documents to support **your claim**, to CEGA Claims Service within 31 days of the end of a **trip**.

## Medical care

**You** must be treated by a qualified medical practitioner as soon as possible following an **accident** or illness.

## Medical advisers

If **you** make a **claim** or have a **pre-existing medical condition**, **you** must make sure the medical adviser **we** appoint can see all **your** medical records, notes and correspondence. These advisers are entitled to examine **you** as often as necessary to review **your claim**.

## Other conditions

- Cover only applies if both the outward and inward journeys of a **trip** happen during the **period of insurance** unless **you** have renewed this insurance. However, if **you** have started a **trip** and cannot complete it before the end of the **period of insurance** because of circumstances beyond **your** control, **we** will extend cover for up to 30 days. **You** will not have to pay any extra premium as long as **you** give **us** full details as soon as possible.
- If **we** have had to pay expenses which are not covered by this insurance, **you** must repay **us** within a month of the end of the **trip**.
- **We** will not pay any **claim** which another person is responsible for or which would have been covered by another insurance if this insurance did not exist.

# Customer services information

## How to complain

We aim to offer a first class service. However, if **you** need to complain about your Annual travel policy:

- Contact Adrian Flux Insurance Services on 0844 888 5511.
- If **your** complaint is about a claim, please contact **your** claims handler whose details will be shown in **your** claims documents.
- If after contacting Adrian Flux Insurance Services or the claims handler, **you** are not satisfied with the way the complaint has been dealt with, **you** can write to:

The Compliance Officer, Novae Underwriting Limited, 71 Fenchurch Street, London EC3M 4HH

Please quote **your** policy number as it will help **us** to deal with **your** complaint promptly.

- If **you** are still not satisfied, **you** can ask the Complaints Department at Lloyd's to review **your** case. The address is:

Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA

Phone: 020 7327 5693

Fax: 020 7327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

- **You** can also refer **your** complaint to:

The Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London E14 9SR

These procedures do not affect **your** right to take legal action.

# Part C – Legal expenses

The **schedule** will show if this cover applies.

This section of **your** insurance is managed and provided by Arc Legal Assistance Ltd. It is underwritten by Inter Partner Assistance SA, on whose behalf **we** act.

If **you** make a valid claim under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal advisers' fees unless court proceedings are issued or a **conflict of interest** arises. Where, following the start of court proceedings or a **conflict of interest** arising, **you** want to use an **adviser** of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**.

## Definitions

The following words or phrases have the same meaning whenever they appear in Part C of this document, the schedule and endorsements. These words are highlighted by the use of bold print

### Adviser

**Our** specialist panel solicitors or their agents appointed by **us** to act for **you**, or, and subject to **our** agreement, where court proceedings have been started or a **conflict of interest** arises, another legal adviser nominated by **you**.

### Advisers' costs

Reasonable legal or accountancy fees and disbursements incurred by the **adviser** with **our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **you** and paid on the standard basis of assessment.

### Computer

Any **computer** or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.

### Conflict of interest

There is a **conflict of interest** if **your adviser's** duty to act in **your** best interests in relation to **your** claim conflicts with, or there is a significant risk that it may conflict with, any duty **your adviser** owes, or obligation it has, to any other party.

### Insurance providers

Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

### Insured incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

### Insured period

One year from the inception or renewal date shown on **your** insurance schedule.

### Legal action(s)

The pursuit or defence of civil legal cases for damages or injunctions.

### Limit of indemnity

The maximum payable in respect of an **insured incident**, as stated below:

All sections: £50,000



### Standard advisers' costs

The level of **advisers' costs** that would normally be incurred in using a nominated **adviser** of **our** choice.

### Territorial limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### We/us/our

Arc Legal Assistance Ltd who have arranged this insurance and administer it on behalf of the **insurance providers**.

### You/your

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **us** by **your** insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to that person's family members normally resident with them. If **you** die, **your** personal representatives will be covered to pursue or defend cases covered by this insurance on **your** behalf that arose prior to **your** death.

## Legal expenses cover

### What is covered

The insurance covers **advisers' costs**, up to the **limit of indemnity** where:

- a) the **insured incident** takes place in the **insured period** and within the **territorial limits**; and
- b) the legal action takes place in the territorial limits.

### What is not covered

### Consumer pursuit

**Advisers' costs** to pursue **legal action** following a breach of a contract **you** have for buying or renting goods or services for **your** private use. The contract must have been made after **you** first purchased this insurance and, in respect of disputes over the purchase of **your** main home, the purchase must have commenced at least 180 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

### Claims:

- where the amount in dispute is less than £250 plus VAT;
- involving a motor vehicle owned by **you** or which **you** are legally responsible for;
- in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

### Personal injury

**Advisers' costs** to pursue claims for financial compensation for damages following an accident resulting in personal injury or death against the person or organisation directly responsible.

### Claims:

- for medical or clinical treatment, advice, assistance or care;
- for stress, psychological or emotional injury;
- for illness, personal injury or death which is caused gradually or is not caused by a specific event;
- involving a motor vehicle owned by **you** or which **you** are legally responsible for.

# Legal expenses cover

## What is covered

### Employment Disputes

**Advisers' costs** to pursue an action brought before an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of **your** contract of employment.

## What is not covered

The first £250 of every claim.

### Claims:

- where the breach of contract must have occurred at least 90 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began;
- for a dispute with an employer or ex-employer unless it is pursued in an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man);
- for **advisers' costs** of any disciplinary investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any compromise agreement;
- where the breach of contract is alleged to have commenced or to have continued after termination of **your** employment;
- for an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.

### Property damage

**Advisers' costs** to pursue claims for financial compensation for damages against a person or organisation that causes physical damage to **your** main home. The damage must have been caused after **you** first purchased this insurance.

### Claims:

- in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

### Consumer Defence

**Advisers' costs** to defend **legal action** brought against **you** following a breach of a contract **you** have for selling goods for the private and personal use of another person. This includes the sale of **your** main home.

The contract must have been made after **you** first purchased this insurance and, in respect of disputes over the sale of **your** main home, the sale must have commenced at least 180 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

# Exclusions

The following exclusions apply to Legal expenses insurance.

## 1. There is no cover where:

- the **insured incident** began to start or had started before **you** bought this insurance;
- **you** should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed;
- a reasonable estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute;
- **you** fail to give full information or facts to **us** or to the **adviser** on a matter material to **your** claim;
- something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the **legal action**;
- **advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval;
- where **you** have other legal expenses insurance cover.

## 2. There is no cover for:

- **advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary;
- the amount of **advisers' costs** in excess of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice;
- **advisers' costs** arising from any private prosecution;
- damages, interest, fines or costs awarded against **you** in a criminal court;
- claims over loss or damage where that loss or damage is covered under another insurance;
- claims made by or against **your** insurance advisor, the **insurance providers**, the **adviser** or **us**;
- any claim **you** make which is false or fraudulent;
- defending **legal actions** arising from anything **you** did deliberately or recklessly;
- the cost of appeals without **our** prior written consent;
- prior to the issue of court proceedings or a **conflict of interest** arising the costs of any legal representative other than those of the **adviser**;
- any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence;
- **advisers' costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

## 3. There is no cover for any claim directly or indirectly arising from:

- patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off;
- **computer** software other than proprietary packaged software that has not been tailored to **your** requirements;
- planning law;
- constructing buildings or altering their structure;
- libel, slander or verbal injury;
- a dispute between **you** and someone **you** live with or have lived with;
- a lease or licence to use property or land;
- a venture for gain by **you** or **your** business partners;
- a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled;
- an application for a judicial review;
- professional fees incurred in defending or pursuing new areas of law or test cases;
- an allegation of mis-selling or mismanagement of financial services or products;
- professional negligence in relation to services provided in connection with a matter not covered under this insurance;
- subsidence, land, heave, landslip, mining or quarrying.

## 4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

# Conditions

The following conditions apply to Legal expenses insurance.

## 1. Cancellation

**You** may cancel this insurance at any time by writing to **your** insurance advisor providing 14 days written notice. If **you** exercise this right within 14 days of taking out this insurance, **you** will receive a refund of premium provided **you** have not already made a valid claim against the insurance.

**We** may cancel the insurance by giving 14 days notice in writing to **you** at the address shown on the schedule, or alternative address provided by **you**. No refund of premium shall be made.

## 2. Claims

- a) **You** must notify claims as soon as reasonably possible and within 180 days of **you** becoming aware of the incident. **We** will provide **you** with a claim form which must be returned promptly with all relevant information.
- b) **We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which shall not be unreasonably withheld, **we** may reach a settlement of the **legal action**.
- c) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest** arises, and **you** wish to nominate an **adviser** to act for **you**, **you** may do so. Where **you** have elected to use an **adviser** of **your** own choice, **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. The **adviser** must:
  - i) confirm in writing that he will enable **you** to comply with his obligations under this insurance;
  - ii) agree with **us** the rate at which his costs will be calculated. If no agreement is reached, the Law Society will be asked to nominate an **adviser** and this nomination shall be binding.
- d) The **adviser** will:
  - i) provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained;
  - ii) keep **us** fully advised of all developments and provide such information as **we** may require;
  - iii) keep **us** advised of **advisers' costs** incurred;
  - iv) advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted, there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed;
  - v) submit bills for assessment or certification by the appropriate body if requested by **us**;
  - vi) attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **advisers' costs**, **we** may require **you** to change **adviser**.
- f) **Insurance providers** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.
- g) **You** shall supply all information requested by the **adviser** and **us**.
- h) **You** are responsible for any **advisers' costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs already paid under this insurance will be reimbursed by **you**.

## 3. Disputes

Subject to **your** right to refer a complaint to the Financial Ombudsman Service (see "Customer services information"), any dispute between **you** and **us** shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator, the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

## Conditions (continued)

### 4. Reasonable prospects

At any time, **we** may form the view that **you** do not have a reasonable chance of winning the case and achieving a reasonable outcome. If so, **we** may decline support or any further support. In forming this view, **we** may take into account:

- a) the amount of money at stake;
- b) the fact that a reasonable person without legal expenses insurance would not wish to pursue or defend the matter;
- c) the prospects of being able to enforce a judgment;
- d) the fact that **your** interests could be better achieved in another way.

### 5. English law

This contract is governed by English law.

### 6. Language

The language for contractual terms and communication will be English.

# Customer services information

## Making a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance, **you** should telephone the legal helpline.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal helpline.

## Data Protection Act

**Your** details and details of **your** insurance cover and claims will be held by **us** and or the **insurance providers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

## Customer Service

**Our** aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway.

If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks, **you** will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when **you** will receive a final response. Within eight weeks, **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **us**.

## Our contact details are:

Arc Legal Assistance Ltd, PO Box 8921, Colchester CO4 5YD

Tel: 0844 770 9000

E-mail: [enquiries@arclegal.co.uk](mailto:enquiries@arclegal.co.uk)

## The Financial Ombudsman Service contact details are:

Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall, London E14 9SR

Tel: 0845 080 1800

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. **Our** FSA Register number is 305958. **Our** permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. **You** can check this on the FSA's register by visiting the website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers.

IPA address details are:

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR

Registered Branch Number: FC008998

# Telephone Helplines

## Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete a claim form. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

Simply telephone **0844 770 1040** and quote "Novae Family Legal".

## Debt Counselling Helpline

Managing money well is sometimes overlooked in the pressures of daily lives. **You** can talk about any financial concerns or worries through **our** 24/7 Debt Counselling Helpline.

Expert confidential help is at hand through **our** trained independent counsellors ready to assist with counselling, support, advice and help. If **your** debt is complicated, the counsellor can also direct **your** call to **our** specialist debt experts who will talk through the stages of prioritising the debts and steps to resolution. Importantly, once **you** are managing **your** money concerns, the support of **our** counsellors is available 24/7 to help **you** find better ways to control future spending and deal with money related issues.

Simply telephone **0800 174319** and quote "Arc debt counselling".

## Additional legal services

In this package, **our** aim is to provide a wide ranging insured legal service. Inevitably, there are areas where it is not possible to insure legal expenses, in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- legal expenses arising from the sale or purchase of the home and remortgaging;
- divorce and child custody issues;
- wills and probate.

To help **you** deal with these and other matters which may arise, **we** are able to give **you** access to discounted legal services provided by **us** in partnership with **our** panel solicitors. **Our** panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If **you** would like to make use of the service, please contact the Legal Helpline number above for an initial telephone consultation which will be provided at no cost to **you**. **Our** panel solicitors will give **you** a quotation for the likely cost of their representation and it will then be **your** decision whether **you** appoint them to act for **you**.

# Protecting your property

It is important that **you** take all reasonable measures to avoid loss or damage from **your home** by improving security. By making access to **your home** difficult, thieves will be put off.

For **you** to get **our** home protection and home alarm protection premium reductions, **you** must fit the security devices and the intruder alarm to the quality shown below. (Intruder alarms and locking devices on doors and windows do not always reduce the premium, as these may be a condition of providing **you** with insurance.)

**We** may insist that **you** keep **valuables** in a safe.

## Doors

On all doors into **your buildings**, **you** should fit a five-lever mortise deadlock to British Standard 3621, or equivalent, or multi-point locking on upvc doors.

If **you** have french windows or double-sliding patio doors, **you** should, where possible, fit mortise security bolts or a key-operated lock to the top and bottom of each opening part of the door.

If **you** have aluminium framed sliding or patio doors, **you** should, where possible, fit detachable key-operated runner locks.

Key-operated security bolts fitted to the top and bottom of all doors into the property will give **you** greater security.

## Windows

All opening sections of basement, ground floor or easily accessible windows without using ladders should be fitted with key-operated locks.

If **you** need any help or advice on security for **your home**, contact a member of the Master Locksmith Association.

## Intruder alarm

If **you** plan to get a quote for an intruder alarm, **you** should check that the installer is a registered member of the National Security Inspectorate.

If **you** need any help or advice with intruder alarms, contact the National Security Inspectorate.

## Helpful hints

**We** recommend that **you** take simple precautions for **your** own safety to prevent accidents and reduce the likelihood of loss or damage. This could avoid distress and inconvenience, as well as financial loss.

## Fire prevention

### Do

- Check **your** electrical equipment regularly, make certain the correct fuses are used and do not overload the circuits. Follow the maker's instructions, particularly for electric blankets. Hire a competent electrician if **you** are in doubt.
- Always unplug non-essential appliances before **you** go to bed at night, especially electric blankets.
- Be careful with cigarette ends, ashtrays and hot irons.
- Install a suitable fire extinguisher. One should be placed in the kitchen.
- Make sure that all open fires are properly guarded, even if they appear to be out, especially at night.
- Have **your** chimney swept and flues regularly checked at least once a year (if **you** use open fires).

### Don't

- Don't smoke in bed.
- Don't move or fill oil heaters when they are alight.
- Don't let children play with matches or fire.
- Fires often occur in kitchens. Don't leave a pan of fat unattended on the cooker.



# Protecting your property (continued)

## Water damage

- Insulate exposed water pipes and tanks in the roof area.
- Turn off the water supply and drain out the system if **you** leave the property empty in the winter months. Or, leave the central heating on throughout the **home** to maintain a constant temperature of 15 degrees centigrade and consider leaving the loft access open so that warm air can move into the roof space. This will minimise the possibility of the pipes and tank freezing.
- If, despite **your** precautions, **your** pipes freeze, thaw them out slowly using hot water bottles or hairdryers. Never use a blowlamp or warm air paint stripper gun.

## Security

- Make sure **you** have good quality locks (approved to British Standard) fitted to all **your** external doors and all accessible windows.
- Use the door and window protections when **you** leave the **home** unattended, day or night, and remove the keys from the locks (including the garage).
- Do not leave keys under the mat or inside the letterbox, or anywhere else they can be found easily.
- Leave a light on, on a timer, in a room other than the hall when **you** are out in the evening or overnight.
- Do not leave large amounts of **money** at **home**.
- Do not leave valuable property in unattended vehicles.
- Photograph **your valuables** and keep copies of valuations and receipts. These are extremely helpful in the event of theft or loss, not only to **us** but also to the Police.
- If **you** doubt the effectiveness of **your** existing door or window locks or bolts, please see the main security section.

## When you go away on holiday

- Tell **your** local Neighbourhood Watch about **your** holiday.
- Stop newspaper and milk deliveries; do not advertise **your** absence.
- Place any **valuables** which are not being carried or worn in safe custody with a bank or other suitable deposit.
- Make certain that all doors and windows are closed and locked. If **you** have an alarm, make sure this is switched on.
- Leave **your** key with a trusted neighbour and ask them to look in and inspect **your home** occasionally.







*Insurance Specialists*

Telephone:

**0800 089 5551**

Web:

**adrianflux.co.uk**