



PRESTIGE

UNDERWRITING SERVICES LTD



SURE & SIMPLE
POLICY WORDING



Prestige Sure & Simple Policy

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1. This **Policy** booklet, **Your Schedule**, any applicable **Endorsements** and amendment notices **We** issue to **You** at renewal, together all form the contract between **You** and **Us**. The information **You** have supplied forms part of that same contract.
2. **We** will insure **You** subject to the terms and conditions contained in or endorsed on this **Policy** against loss or damage **You** sustain or legal liability **You** incur for accidents happening during the period shown on the **Schedule**.
3. **We** will provide this insurance once **We** have received and accepted **Your** first premium or **Your** agreement to pay **Your** first premium and any further premium due to **Us**.
4. The insurance relates **ONLY** to those sections of the policy which are shown in the **Schedule** as being included.
5. The Written agreement allows Prestige Underwriting Services Limited to sign and issue this policy on behalf of AXA Insurance UK plc for Sections 1 – 5 only.

Main Business of Insurer Statement

A stable partnership with a global insurer

AXA is a global leader in financial protection and wealth management, and one of the world's largest insurers. We have a presence in 55 countries, with over 170,000 employees working on behalf of 67 million clients worldwide.

AXA in the UK

AXA UK, a wholly owned subsidiary of AXA SA, is a market leader for general insurance, life insurance, and health insurance, incorporating:

- AXA Insurance
- AXA Life
- AXA PPP Healthcare
- AXA Ireland

AXA Insurance underwrites a wide range of general insurance products, mostly in the intermediated market, where we specialise in Personal and Commercial Lines. We also underwrite products for some of the UK's leading brands. We are the number 1 travel insurance underwriter, the third largest commercial insurer, the third largest pet insurance underwriter, the seventh largest home insurer, and tenth largest creditor underwriter.

Important Telephone Numbers

CLAIMS

Sections 1-5 - Tel: 08450 777 666

LEGAL EXPENSE CLAIMS

Sections 6 - Tel: 0161 603 2120

HOME EMERGENCY AND LEGAL HELPLINE

Tel: 0845 676 9503

IDENTITY THEFT HELPLINE

Tel: 0870 164 8268



Introducing your policy

This Policy, Schedule and any Endorsement applying to Your Policy form Your Prestige Sure & Simple Insurance document.

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

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

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

*For the contract to be valid, all the information **You** have given **Us** as part of **Your** application must be true and complete to the best of **Your** knowledge and belief otherwise **Your Policy** may not protect **You** in the event of a claim.*

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

Definitions

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

Bedroom

A room originally designed as a bedroom even if it is now used for other purposes

Bodily Injury

Bodily injury includes death or disease.

Broker or Agent

The advisor who placed this Insurance on **Your** behalf.

Buildings

Your Home, and its permanent fixtures and fittings including

- tennis courts, paved terraces, paths, drives, walls, fences, gates and hedges
 - permanently installed swimming pools and hot tubs but not their covers
 - permanently connected drains, pipes, cables, service tanks, central heating oil tanks, wind turbines, solar panels and ground source heating pumps
- all sited within the boundaries of the land belonging to **Your Home**

Business Equipment

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

Collection

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



Contents

Household goods and personal property, within the **Home**, which are **Your** property or which **You** are legally responsible for.

Contents includes:

- **High Risk Items** up to:
 - £10,000 if property has 1 or 2 bedrooms (single item limit £1,500)
 - £12,000 if property has 3 bedrooms (single item limit £1,500)
 - £14,000 if property has 4 bedrooms (single item limit £2,500)
 - £16,000 if property has 5 bedrooms (single item limit £2,500)
- tenant's fixtures and fittings
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**
- property in the open but within the **Premises** up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**)
- **Money** up to £350
- **Credit cards** up to £1,000
- deeds and registered bonds and other personal documents up to £1,500 in total
- pedal cycles up to £500 for any one cycle
- domestic oil in fixed fuel oil tanks up to £1,000

Contents does NOT include:

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

Credit cards

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards issued in the United Kingdom, belonging to **You** and held for private or domestic purposes.

Domestic Staff

A person employed to carry out domestic duties associated with **Your Home** and not employed by **You** in any capacity in connection with any trade profession or employment.

Downloads

Software or files legally downloaded and stored on any computer or home entertainment equipment

Endorsement

A change in the terms and conditions of this insurance

Excess

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



High Risk Items

Jewellery, watches, furs, gold, silver, gold and silver plated articles or other precious metals, pictures and painting, other works of art and collections.

Home

The private dwelling, of **Standard Construction** and the garages and outbuildings used for domestic purposes at the **Premises** shown in the **Schedule**.

Money

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

Period of Insurance

The length of time for which this insurance is in force, as shown in the **Schedule** and for which **You** have paid and **We** have accepted a premium.

Personal Possessions

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

Personal possessions does NOT include:

- **Money** and **Credit cards**
- pedal cycles exceeding £500 in total.

Policy

Your Policy booklet and most recent Policy **Schedule** including any **Endorsements**..

Premises

The address which is named in the **Schedule**.

Sanitary Ware

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

Schedule

The **Schedule** is part of this insurance and contains details of **Your** premises, the sums insured, the **Period of Insurance** and the sections of this insurance which apply.

Standard Construction

Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete. Or if built during 1980 or after, timber-framed and roofed with slates, tiles, metal, asbestos, asphalt or concrete.



United Kingdom

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

Unoccupied

Not lived in by **You** or by any other person to whom **You** have given **Your** permission for 60 consecutive days.

We / Us / Our

Prestige Underwriting Services Limited on behalf of AXA Insurance UK plc (other than for Section 6 Legal Expenses – refer to this Section definition separately).

You / Your / Insured/Your Family

The person or persons named in the **Schedule** and all members of their family who permanently live in the **Home**.



General Conditions applicable to the whole of this insurance

You and **Your Family** must comply with the following general condition to have full protection of the **Policy**. If **You** or **Your Family** do not comply with them **We** may at **Our** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of the claim payment

Your duties

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

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

1) The value of your **buildings**.

You must notify us as soon as possible if the full rebuilding cost of your **buildings** exceeds the amount shown in your **policy schedule**.

If the amount shown on your **policy schedule** represents less than 100% of the full rebuilding cost of your **buildings**, we will only be able to settle claims at the percentage **you** are insured for. For example, if the value of your **buildings** shown on your **policy schedule** only represents 70% of the full rebuilding cost then we will not pay more than 70% of your claim.

The full rebuilding cost of your **buildings** means the cost of rebuilding if the **buildings** were completely destroyed. This is not necessarily the market value.

If the full rebuilding cost of your **buildings** exceeds the amount shown in your schedule the cover under the **policy** will no longer meet your needs

2) The value of your **contents**.

You must notify us as soon as possible if the full replacement value of your **contents** exceeds the amount shown in your **policy** schedule.

If the amount shown on your **policy schedule** represents less than 100% of the full replacement value of your **contents**, we will only be able to settle claims at the percentage **you** are insured for. For example, if the value of your **contents** shown on your **policy schedule** only represents 70% of the full replacement value then we will not pay more than 70% of your claim.

The full replacement value of your **contents** means the current cost as new (other than clothes, furs and household linen) the current cost as new less an appropriate allowance for wear and tear.

If the full replacement value of your **contents** exceeds the amount shown in your **policy schedule** the cover under the **policy** will no longer meet your needs.

2. Changes in **Your** circumstances

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

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

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

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

3. Taking Care of **Your** Property

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

You must maintain the property insured in good repair.

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



4. Your Duty

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

CANCELLING YOUR COVER – SECTION ONE TO FIVE

Statutory Cancellation Rights

You have the right to cancel this **Policy** by writing to **Us** within 14 days of receipt of the **Policy** documents for new business or, in the case of renewals, within 14 days of the renewal date. There will be no refund of premium in the event that **You** make a claim during the period on cover, however, in all other cases we will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**. In the event of a total loss, if **You** are paying by instalments **You** will either have to continue with the agreed instalment payments until the **Policy** renewal date, or **We** may, at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

Cancellation Outside The Statutory Period

You may cancel this **Policy** at any time by providing written notice to **Your** Broker or Agent. Providing **You** have not incurred any eligible claims during the period of cover, **We** will retain an amount of premium in proportion to the time you have been on cover and refund the balance to **You**. If **You** cancel this **Policy** and are paying by instalments, **Your** instalment payments will cease unless **You** have incurred any eligible claims during the period of cover, in which case **You** will either have to continue with the instalment payments until the **Policy** renewal date or **We** may, at our discretion, deduct the outstanding instalment payments due from any claims payment made.

Our Right to Cancel

We have the right to cancel **Your Policy** at any time by giving **You** 14 days' notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the most recent address **We** have for **You** and will set out the reason(s) for cancellation in **Our** letter. Valid reasons for cancellation may include, but are not limited to:

- Where **You** fail to notify **Us** as soon as possible of a change in **Your** circumstances which may affect this insurance, in accordance with the terms of this Policy Wording; or
- Where there is a change in **Your** circumstances which no longer meets **Our** underwriting criteria; or
- Where **You** fail to ensure the sums insured are adequate to represent the full value of the property insured in accordance with the General Conditions contained in this Policy Wording; or
- Where **You** or **Your Family** fail to take all reasonable precautions to avoid injury, loss or damage or fail to take all practicable steps to safeguard **Your** property insured under this Policy from loss or damage; or
- Where **We** reasonably suspect fraud; or
- Where **You** are required by the terms of **Your Policy** to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests.

CANCELLING YOUR COVER – SECTION SIX

You may cancel this section within 14 days of its inception without any premium charge provided that there have been no claims.

Thereafter **You** may cancel the Section at any time by contacting **Us** and **You** will be entitled to a proportionate refund of the premium.

We may cancel this Policy at any time provided that **We** give **You** 7 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to, fraud and dishonesty. If **We** cancel the Policy **We** will write to **You** at **Your** address shown in **Our** records and **You** will be entitled to a proportionate refund of the premium.

Non Payment of Premiums

We reserve the right to cancel this Policy immediately on written notice in the event of non payment of the premium.



General Exclusions applicable to the whole of this insurance

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any with additional expense following on from the event for which you are claiming
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) War Exclusion

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

c) Date Change Clause

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

d) Computer failure clause

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

e) Sonic Bangs

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

f) Reduction in Value

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

g) Deception

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

h) Confiscation

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

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

i) Terrorism

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any additional expense following on from the event for which you are claiming;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;



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

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

j) Pollution/Contamination

Any loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- a) a sudden and unforeseen and identifiable incident
- b) leakage of oil from a domestic oil installation at your home

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

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

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

Claims Conditions applicable to the whole of this insurance

These conditions do not apply to Section 6 – Legal Expenses where separate conditions apply – see Claims Settlement Provisions as detailed under this Section (6)

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

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

Your duties

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

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

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

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

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

2. **You** should always immediately:

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

3. **Claims Process**

Contact Prestige Underwriting Services Limited, 4th Floor, Lanyon Building, North Derby Street, Belfast BT15 3HL. Telephone: 08450 777 666. Fax: 028 9335 6823

or **Your** broker or agent

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

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



that **We** may require

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

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

If **you** fail to comply with any of the above duties this insurance may become invalid. Claims under Sections 1-5 should be reported to **Your Broker or Agent** adviser or directly to Prestige Underwriting Services Ltd. 4th Floor, Lanyon Building, North Derby Street, Belfast BT15 3HL. Telephone 08450 777 666

For Section 6 – Legal Expenses see CLAIMS SETTLEMENT PROVISIONS as detailed under this section.

How we deal with your claim

1. Defence of claims

We may

- take full responsibility for conducting, defending or settling any claim in **Your** name.
- take any action we consider necessary to enforce **Your** rights or **Our** rights under this insurance.
- Enter any **Building** where loss or damage has occurred and deal with the salvage but no property may be abandoned to **Us**.

2. Other insurance

We will only pay **Our** rateable proportion of any claim for loss or liability covered under this insurance if that loss, damage or liability is covered wholly or in part under any other insurance.

This clause does not apply to fatal injury (section two-H).

3. Fraudulent claims

Throughout **Your** dealings with **Us** **We** expect **You** to act honestly.

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

- knowingly provides information to **Us** as part of **Your** application that is not true and complete to the best of **Your** knowledge
- knowingly makes a fraudulent or exaggerated claim under the **Policy** or
- knowingly makes a false statement in support of a claim or
- submits a knowingly false or forged documents in support of a claim or
- makes a claim for any loss or damage caused by **Your** willful act or caused with **Your** agreement knowledge or collusion

Then

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



Section 1 | Buildings

This section only applies if shown in the Schedule

What is covered

This insurance covers the **Buildings** for loss or damage directly caused by:

1. fire and resultant smoke damage, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft

What is not covered

We will not pay

- a) the first £100 of every claim
 - b) loss or damage due to a gradually operating cause
- a) the first £100 of every claim
 - a) the first £100 of every claim
 - b) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one
 - c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences
 - d) for loss or damage caused by frost
 - e) for loss or damage caused by rising ground water levels
- a) the first £250 of every claim
 - b) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section 1
 - c) for loss or damage to domestic fixed fuel-oil tanks and swimming pools
 - d) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in
 - e) loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on (unless **You** have chosen accidental damage cover)
 - f) loss or damage caused by the failure or lack of grout and/or sealant
- a) the first £100 of every claim
 - b) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in
 - c) for loss or damage caused by faulty workmanship
 - d) for loss or damage while the **Buildings** are not furnished enough to be normally lived in
- a) the first £100 of every claim
 - b) for loss or damage while the **Home** is not furnished enough to be normally lived in
 - c) for loss or damage while the **Home** is lent, let or sublet unless there is physical evidence of violent and forcible entry



Section 1 | Buildings *continued*

What is covered

This insurance covers the **Buildings** for loss or damage directly caused by:

7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. subsidence or heave of the site upon which the **Buildings** stand or landslip
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts
11. falling trees, telegraph poles or lamp-posts

What is not covered

We will not pay

- a) the first £100 of every claim
- b) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in
- c) for loss or damage caused by domestic pets
- a) the first £100 of every claim
- b) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in
- a) the first £1,000 of every claim
- b) for loss or damage to domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event
- c) for loss or damage to solid floors unless the load bearing walls of the private dwelling are damaged at the same time by the same event
- d) for loss or damage arising from faulty design, specification, workmanship or materials
- e) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law
- f) for loss or damage caused by coastal or riverbank erosion
- g) due to normal settlement shrinkage or expansion
- h) for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions
- i) the action of chemicals on, or the reaction of chemicals with any materials which form part of the **Buildings**
- j) any claim for which compensation has been provided or would have been provided but for the existence of this policy, under any contract, legislation or guarantee
- a) the first £100 of every claim
- b) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts
- a) the first £100 of every claim
- b) for loss or damage caused by trees being cut down or cut back within the **Premises**
- c) for loss or damage to gates and fences unless the main dwelling is damaged at the same time by the same event



Section 1 | **Buildings** *continued*

What is covered

This insurance covers the **Buildings** for loss or damage directly caused by:

This section of the insurance also covers

- A) the cost of repairing accidental damage to
- Fixed glass and double glazing (including the cost of replacing frames)
 - solar panels
 - Sanitary ware
 - ceramic hobs
- all forming part of the Buildings
- B) the cost of repairing accidental damage to
- domestic oil pipes
 - underground water-supply pipes
 - underground sewers, drains and septic tanks
 - underground gas pipes
 - underground cables
- which **You** are legally responsible for
- C) • loss of rent due to **You** which **You** are unable to recover
- additional costs of alternative accommodation, substantially the same as **Your** existing accommodation, which **You** have to pay for while the **Buildings** cannot be lived in following loss or damage that is covered under section one
- D) expenses **You** have to pay and which **We** have agreed in writing for
- architects', surveyors', consulting engineers' and legal fees
 - the cost of removing debris and making safe the building
 - costs **You** have to pay in order to comply with any Government or local authority requirements following loss or damage to the **Buildings** which are covered under section one

What is not covered

We will not pay

- a) the first £100 of every claim
- b) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in
- a) the first £100 of every claim
- b) for loss or damage due to wear and tear or any gradually operating cause
- a) the first £100 of every claim
- b) any amount over £30,000
- a) the first £100 of every claim
- b) any expenses for preparing a claim or an estimate of loss or damage
- c) any costs if Government or local authority requirements have been served on **You** before the loss or damage



Section 1 | Buildings *continued*

What is covered

This insurance covers the **Buildings** for loss or damage directly caused by:

- E) increased metered water charges **You** have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one
- F) anyone buying the **Home** who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner
- G) the cost of tracing the source of the damage if covered under parts 4 and 5 and the replacement or repair of any walls, floors or ceilings damaged while carrying out the investigations
- H) any loss or damage caused by the emergency services gaining access to the premises in the course of their duty to safeguard life or property
- I) any loss or damage to plants, trees, bushes and shrubs at the **Premises** as a result of the insurance provided by parts 1 to 11

What is not covered

We will not pay

- a) the first £100 of every claim
- b) more than £1,000 in any **Period of insurance**.
If **You** claim for such loss under sections one and two, **We** will not pay more than £1,000 in total
- a) the first £100 of every claim
- b) if the **Buildings** are insured under any other insurance
- a) the first £100 of every claim
- b) any amount over £5,000
- a) the first £100 of every claim
- b) more than £1,000 in any **Period of insurance**



Section 1 | **Buildings** *continued*

Accidental damage to the Buildings

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

What is covered

This extension covers the following

accidental damage to the **Buildings**

What is not covered

We will not pay

- a) the first £100 of every claim
- b) for loss or damage or any proportion of damage which **We** specifically exclude elsewhere under section one
- c) for the **Buildings** moving, settling, shrinking, collapsing or cracking
- d) for loss or damage while the **Home** is being altered, repaired, cleaned, maintained or extended
- e) for loss or damage to outbuildings and garages which are not of Standard construction
- f) for loss or damage while the **Home** is lent, let or sublet
- g) for the cost of general maintenance
- h) for loss or damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
- i) for loss or damage arising from faulty design, specification, workmanship or materials
- j) for loss or damage from mechanical or electrical faults or breakdown
- k) for loss or damage caused by dryness, dampness, extremes of temperature or exposure to light
- l) for loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks
- m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- n) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in



Section 1 | Buildings *continued*

Settling Claims

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

1. Replacement or Repair

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

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

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

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

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

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

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

3. **We** will not pay:

- the first £1,000 of every claim for subsidence, heave or landslip
- the first £250 of every claim for escape of water
- the first £100 of every other claim.

Your sum insured

We will not reduce the sum insured under section 1 after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage.

Limit of insurance

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



Section 2 | Contents

This section only applies if shown on the **Schedule**.

Contents includes:

High Risk Items up to:

£10,000 if property has 1 or 2 bedrooms (single item limit £1,500)

£12,000 if property has 3 bedrooms (single item limit £1,500)

£14,000 if property has 4 bedrooms (single item limit £2,500)

£16,000 if property has 5 bedrooms (single item limit £2,500)

Money up to £350

Credit Cards up to £1,000

Pedal cycles up to £500 for any one cycle

What is covered

This insurance covers the **Contents** for loss or damage directly caused by

1. fire and resultant smoke damage, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from fixed water tanks, apparatus or pipes
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft

What is not covered

We will not pay

- a) the first £100 of every claim
- b) loss or damage due to gradually operating cause
- a) the first £100 of every claim
- a) the first £100 of every claim
- b) for property in the open
- c) for loss or damage caused by frost
- d) for loss or damage caused by rising ground water levels
- a) the first £250 of every claim
- b) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in
- c) loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on (unless **You** have chosen accidental damage cover)
- d) loss or damage caused by the failure or lack of grout and/or sealant
- a) the first £100 of every claim
- b) for loss or damage due to wear and tear or any gradually operating cause
- c) for loss or damage caused by faulty workmanship
- d) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in
- a) the first £100 of every claim
- b) for loss or damage whilst the **Home** is lent, let or sublet unless there is physical evidence of violent and forcible entry
- c) any amount over £5,000 within detached domestic outbuildings and garages
- d) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in



Section 2 | Contents *continued*

What is covered

This insurance covers the **Contents** for loss or damage directly caused by

7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. subsidence or heave of the site upon which the **Buildings** stand or landslip commotion or acting maliciously

10. falling trees, telegraph poles or lamp-posts

What is not covered

We will not pay

- a) the first £100 of every claim
 - b) loss or damage caused by domestic pets
- a) the first £100 of every claim
 - a) the first £100 of every claim
 - b) for loss or damage following damage to solid floors unless the load bearing walls of the private dwelling are damaged at the same time by the same event
 - c) for loss or damage arising from faulty design, specification, workmanship or materials
 - d) for loss or damage which but for the existence of this insurance would be covered under any contract or guarantee or by law
 - e) for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions
 - f) for loss or damage by coastal or riverbank erosion
 - g) the action of chemicals on or the reaction of chemicals with any materials which form part of the **Buildings**
 - h) any claim for which compensation has been provided, or would have been provided but for the existence of this **Policy** under any contract legislation or guarantee
- a) the first £100 of every claim
 - b) for loss or damage caused by trees being cut down or cut back within the **Premises**



Section 2 | **Contents** *continued*

What is covered

This section of the insurance also covers

- A) accidental damage to
- televisions, satellite decoders
 - audio and video equipment
 - radios
 - home computers, video cassette recorders all situated within the **Home**

This insurance covers the **Contents** for loss or damage directly caused by

- B) accidental breakage of
- fixed glass and double glazing
 - Sanitary ware forming part of the **Buildings** which **You** are legally responsible for as a tenant and do not have other insurance for
 - mirrors
 - glass tops and fixed glass in furniture
 - ceramic hobs
- C) the **Contents**, if these are not already insured, whilst they are temporarily out of the **Home** against loss or damage directly caused by:
- (i) any of the events insured under numbers 1-10 in section two while the **Contents** are:
- in any occupied private dwelling
 - in any **Buildings** where **You** are living or working
 - in any building for valuation, cleaning or repair
 - in any furniture store
 - in any bank or safe deposit
- (ii) fire, lightning, explosion, earthquake, theft or attempted theft while the **Contents** are being moved to **Your** new **Home** or to or from any bank, safe deposit or furniture store

What is not covered

We will not pay

- a) the first £100 of every claim
- b) for loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling
- c) for loss or damage to tapes, records, cassettes, discs or computer software
- d) or mechanical or electrical faults or breakdown
- e) for loss or damage by insects, parasites, vermin or domestic pets
- f) damage to items designated and intended to be portable or to hand held computer equipment and games
- a) the first £100 of every claim
- b) for the cost of repairing, removing or replacing frames
- a) the first £100 of every claim
- b) for **Contents** outside the United Kingdom
- c) for **Money** or **Credit cards**
- d) any amount over £7,500
- e) any amount over £2,500 for loss or damage to **Contents** from a room in a school boarding house, college or university halls of residence accommodation.



Section 2 | Contents *continued*

What is covered

- D) up to twelve months rent **You** have to pay as occupier if the **Buildings** cannot be lived in following loss or damage that is covered under section two
- E) costs of using other accommodation, substantially the same as **Your** existing accommodation, which **You** have to pay for if the **Buildings** cannot be lived in following loss or damage that is covered under section two
- F) **Your** legal responsibility as a tenant for loss or damage to the **Buildings** caused by loss or damage which is covered under section 2
- G) the cost of repairing accidental damage to
 - domestic oil pipes
 - underground water-supply pipes
 - underground sewers, drains and septic tanks
 - underground gas pipes
 - underground cables which **You** are legally responsible for as tenant only
- H) fatal injury to **You**, happening at the **Premises** shown in the **Schedule**, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:
 - £5,000 for each Insured
- I) costs **You** have to pay for replacing locks to safes, alarms and outside doors in the **Home** following theft or loss of **Your** keys

What is not covered

- a) the first £100 of every claim
- b) any amount over £15,000 for the **Contents** of the **Buildings** damaged or destroyed
- a) the first £100 of every claim
- b) any amount over £15,000 for the **Contents** of the **Buildings** damaged or destroyed
- a) the first £100 of every claim
- b) any amount over £7,500 for the **Contents** of the **Buildings** damaged or destroyed
- c) for loss or damage caused by fire, lightning or explosion to the **Buildings** other than to the landlord's fixtures or fittings
- d) for loss or damage arising from subsidence, heave or landslip
- e) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- f) for loss or damage while the **Buildings** are not furnished enough to be normally lived in
- a) the first £100 of every claim
- b) for loss or damage due to wear and tear or any gradually operating cause
- a) the first £100 of every claim
- b) more than £500 for any one claim



Section 2 | Contents *continued*

What is covered

- J) increased metered water charges **You** have to pay following an escape of water which gives rise to an admitted claim under number 4 of section 2
- K) during the period of thirty days before and thirty days after of a celebration or religious festival that **You** celebrate the **Contents** sum insured is increased by £2,500 to cover gifts and additional food and drink. For all other purposes the sum insured is not increased by this item (K)
- L) the cost of replacing **Your** food in **Your** fridge or freezer if it is spoilt due to a change in temperature of contamination by refrigeration fumes
- M) the cost of replacing **Downloads** following loss or damaged as a result of causes 1 to 10 of section 2
- N) theft or accidental loss of **Personal Money** anywhere in the world provided that
 - Within 24 hours of **You** discovering any such loss or theft, **You** have notified the police
- O) any amounts which **You** become legally liable to pay as a result of unauthorised use following loss or theft of **Your Credit Cards** anywhere in the world provided that
 - Within 24 hours of **You** discovering any such loss or theft, **You** have notified the police and the card issuing company
 - **You** have complied with all other conditions under which **Your Credit Cards** were issued to **You**

What is not covered

- a) the first £100 of every claim
 - b) more than £1,000 for any one claim **You** claim for such loss under sections one and two, **We** will not pay more than £1,000 in total
- a) the first £100 of every claim
- a) the first £100 of every claim
 - b) more than £1,000 for any one claim
 - c) for loss or damage caused by an electricity or gas company cutting off or restricting **Your** supply
 - d) for loss or damage due to the failure of **Your** electricity or gas supply caused by a strike or any other industrial action
 - e) property mainly used for business trade or profession or employment purposes
- a) the first £100 of every claim
 - b) more than £1,000 for any one claim
- a) the first £100 of every claim
 - b) more than £350 for any one claim
 - c) to make up any shortages due to error or omission
 - d) for loss of value
- a) the first £100 of every claim
 - b) more than £1,000 for any one claim
 - c) to make up any shortages due to error or omission
 - d) for loss of value



Section 2 | Contents *continued*

- P) loss or damage to visitors Personal Possessions by causes 1 to 10 whilst they may be contained with in the Home
 - a) the first £100 of every claim
 - b) more than £500 for each visitor for any one claim

- Q) loss or damage to Domestic Staff's Personal Possessions by causes 1 to 10 whilst they may be contained with in the Home claim
 - a) the first £100 of every claim
 - b) more than £500 for each member of Domestic Staff for any one



Section 2 | **Contents** *continued*

Accidental damage to the Contents

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

What is covered

This extension covers the following

accidental damage to the **Contents** within the **Home**

What is not covered

We will not pay

- a) the first £100 of every claim
- b) for damage or any proportion of damage which **We** specifically exclude elsewhere under section two
- c) for damage to **Contents** within garages and outbuildings
- d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- e) for damage caused by chewing, tearing, scratching or fouling by animals
- f) any amount over £1,000 in total for porcelain, china, glass and other brittle articles
- g) for **Money**, **Credit cards**, documents or stamps
- h) for damage to contact, corneal or micro corneal lenses
- i) for damage while the **Home** is lent, let or sub let
- j) for damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
- k) for damage arising out of faulty design, specification, workmanship or materials
- l) for damage from mechanical or electrical faults or breakdown
- m) for damage arising from demolition, structural alteration or structural repair of the **Building**
- n) for damage caused by dryness, dampness, extremes of temperature or exposure to light
- o) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- p) for loss or damage while the **Buildings** are **Unoccupied** or not furnished enough to be normally lived in



Section 2 | Contents *continued*

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

1. If **You** claim for loss or damage to the **Contents** **We** will at **Our** option repair, replace or pay for any article covered under section 2. For total loss or destruction of any article **We** will pay **You** the cost of replacing the article as new, as long as:
 - the new article is as close as possible to but not an improvement on the original article when it was new
 - **You** have paid or **We** have authorised the cost of replacement.

The above basis of settlement will not apply to

- clothes and household linen
- pedal cycles

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

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **Contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
3. **We** will not pay:
 - the first £250 of every claim for escape of water
 - the first £100 of every other claim

Your sum insured

4. **We** will not reduce the sum insured under section 2 after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage.
5. If **You** are under insured, which means the cost of replacing or repairing the **Contents** at the time of the loss or damage is more than **Your** sum insured for the **Contents**, then **We** will only pay a proportion of the claim. For example if **Your** sum insured only covers one half of the cost of replacing or repairing the **Contents**, **We** will only pay one half of the cost of repair or replacement.

Limit of insurance

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



Section 3 | Accidents to Domestic Staff

This section only applies if shown in the Schedule

What is covered

We will indemnify You

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

What is not covered

We will not indemnify You

for Bodily injury arising directly or indirectly

- from any motorised or horsedrawn vehicle other than:

domestic garden equipment used within the Premises, and pedestrian controlled garden equipment used elsewhere

- from any communicable disease or condition
- in Canada or the United States of America after the total period of stay has exceeded 30 days during the **Period of insurance**

Limit of insurance

We will not pay any more than £10,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.



Section 4 | Legal Liability to the Public

This section applies only if the **Schedule** shows that either the **Buildings** are insured under section 1 or the **Contents** are insured under section 2 of this insurance.

Part A

Part A of this section applies in the following way:

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

What is covered

We will indemnify **You**

- (i) as owner or occupier for any amounts **You** become legally liable to pay as damages in respect of accidental
- **Bodily injury**
 - damage to property happening at the **Premises** during the **Period of Insurance**

OR

- (ii) as a private individual for any amounts **You** become legally liable to pay as damage in respect of accidental
- **Bodily injury**
 - damage to property happening anywhere in the world during the **Period of Insurance**

What is not covered

We will not indemnify **You** for any **Liability**

- a) for **Bodily injury** to
- **You**
 - any other permanent member of the **Home**
 - any person who at the time of sustaining such injury is engaged in

Your service

- b) for **Bodily injury** arising directly or indirectly from any communicable disease or condition
- c) for damage to property owned by or in the charge or control of
- **You**
 - any other permanent member of the **Home**
 - any person engaged in **Your** service
- d) in **Canada** or the **United States of America** after the total period of stay in either or both countries has exceeded 30 days during the **Period of insurance**
- e) arising directly or indirectly out of any profession, occupation, business or employment
- f) which **You** have assumed under contract and which would not otherwise have attached

(Exclusions continued over the page)



Section 4 | Legal Liability to the Public *continued*

What is covered

What is not covered

- g) arising out of **Your** ownership, possession or use of:
- i) any motorised or horsedrawn vehicle other than:
 - domestic gardening equipment used within the **Premises** and
 - pedestrian controlled gardening equipment used elsewhere
- ii) any power-operated lift
- iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
- iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991
- h) in respect of any kind of pollution and/or contamination other than:
 - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **Period of insurance** at the **Premises** named in the **Schedule**; and
 - reported to **Us** not later than 30 days from the end of the **Period of insurance**;in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
- i) arising out of **Your** ownership, occupation, possession or use of any land or building that is not within the **Premises**
- j) if **You** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted



Section 4 | Legal Liability to the Public *continued*

Part B

What is covered

We will pay for

sums which **You** have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:

- Part A(ii) of this section would have indemnified **you** had the award been made against **you** rather than to **You**
- there is no appeal pending
- **You** agree to allow **Us** to enforce any right which **We** shall become entitled to upon making payment

What is not covered

Part C

What is covered

We will not pay **You** for

any amount that **You** or **Your Family** become legally liable to pay as compensation (including claimant's costs and expenses) arising from **Your** ownership (but not occupation) of the premises which causes accidental death, bodily injury or illness to any person or damage to property. This includes cover for defective work carried out by **You** or **Your Family** or on **Your** behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by **You** or **Your Family** before the occurrence of bodily injury or damage in connection with such private residence

Limit of insurance

We will not pay

- in respect of pollution and/or contamination:-
more than £2,000,000 in all
- in respect of any other liability covered under section four:-
more than £2,000,000 including costs for any one claim or series of claims arising out of any event or one source or original cause.

What is not covered

- for any liability if **You** are entitled to indemnity under any other insurance
- for the cost of repairing any fault or alleged fault



Section 5 | Personal Possessions in and away from the home

This section only applies if shown on the policy **schedule**.

What is covered

This insurance covers

- (i) **Unspecified Personal Possessions** against physical loss or damage anywhere in the world

Personal Possessions - up to £7,500

Single Item Limit - £2,000

Pedal Cycles - up to a total of £500

What is not covered

- a) the first £100 of every claim
- b) for damage caused by insects, vermin, domestic pets, wet or dry rot, fungus, atmospheric or climatic conditions, wear and tear or any gradually operating cause
- c) for damage from electrical or mechanical faults or breakdown
- d) any amount over £2,000 for any one item (including articles forming a pair or set) unless stated otherwise in the **Schedule** or the specification(s) attached to the **Schedule**
- e) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- f) for damage to guns caused by rusting or bursting of barrels
- g) for breakage of any sports equipment whilst in use
- h) for any loss of or damage to contact, corneal or micro corneal lenses, hearing aids, dental appliances unless otherwise stated in the specification forming part of the **Schedule**
- i) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **Your** personal supervision
- j) theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant unless from a locked concealed luggage boot or closed glove compartment following forcible and violent entry to a locked vehicle. The most **We** will pay is £2,000 per incident.
- k) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **Your** absence from such rooms
- l) for loss or damage to motor vehicles including motorcycles, children's motorcycles, children's motorcars, quad bikes and children's quad bikes, pedal cycles, caravans, aircraft, watercraft, sailboards or surf boards



Section 5 | Personal Possessions in and away from the home *continued*

What is covered

- i) Specified **Personal Possessions** listed in the schedule (or specifications attached) against physical loss or damage anywhere in the world

What is not covered

- m) articles used for business or professional purposes unless stated otherwise in the **Schedule**
- o) to pedal cycles, loss or damage to tyres, lamps and/or accessories unless the cycle is stolen or damaged at the same time
- p) loss or damage to cycles while a cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes
- q) theft of a cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft
- a) the first £100 of every claim
- b) for damage caused by insects, vermin, domestic pets, wet or dry rot, fungus, atmospheric or climatic conditions, wear and tear or any gradually operating cause
- c) for damage from electrical or mechanical faults or breakdown
- d) any amount over £2,000 for any one item (including articles forming a pair or set) unless stated otherwise in the **Schedule** or the specification(s) attached to the **Schedule**
- e) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- f) for damage to guns caused by rusting or bursting of barrels
- g) for breakage of any sports equipment whilst in use
- h) for any loss of or damage to contact, corneal or micro corneal lenses, hearing aids, dental appliances unless otherwise stated in the specification forming part of the **Schedule**
- i) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **Your** personal supervision
- J) theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant unless from a



Section 5 | Personal Possessions in and away from the home *continued*

What is covered

- ii) Specified Pedal Cycles listed in the schedule (or specifications attached) against physical loss or damage anywhere in the world
- iii) Specified Pedal Cycles listed in the schedule (or specifications attached) against physical loss or damage anywhere in the world

What is not covered

- locked concealed luggage boot or closed glove compartment following forcible and violent entry to a locked vehicle. The most we will pay is £2,000 per incident.
- k) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms
- l) for loss or damage to motor vehicles, caravans, aircraft, watercraft, sail boards or surf boards
- m) articles used for business or professional purposes unless stated otherwise in the **Schedule**
- o) to pedal cycles, loss or damage to tyres, lamps and/or accessories unless the cycle is stolen or damaged at the same time
- p) loss or damage to cycles while a cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes
- q) theft of a cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft
- a) the first £100 of every claim
- b) for loss or damage to tyres, lamps and/or accessories unless the cycle is stolen or damaged at the same time
- c) for loss or damage due to wear and tear or any gradually operating cause
- d) for loss or damage from mechanical or electrical faults or breakdown
- e) loss or damage while a cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes
- f) theft unless the cycle was locked to an immovable object or kept in a locked building at the time of the theft



Section 5 | Personal Possessions in and away from the home *continued*

Conditions that apply to section 5 Personal Possessions

Precious Stones (Regular maintenance of settings)

The setting of the stones in any item of jewellery exceeding the value of £7,500 MUST be examined by a competent jeweller once every three years at least, and any defect remedied immediately at **Your** expense. If **You** do not do this, such items of jewellery will not be insured.

Evidence of value

You will need to provide up to date evidence of value and ownership for any item valued at £2,500 or over. If **You** do not do this, **We** may refuse to deal with **Your** claim or reduce the amount of any claim payment

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

1. **We** will at **Our** option repair, replace or pay replacement as new for any article lost or damaged.
We will replace as new except for:
 - i) clothing and items that are not repaired or replaced, when a deduction for wear and tear will be made
 - ii) items that can be economically repaired (including clothing) where the cost of repair will be paid
2. If any insured item consists of articles forming a pair or set with an insured value of £1,000 or over:
 - **We** will not pay for the cost of replacing any undamaged article forming part of such pair or set.
 - **We** will not pay more than a proportion of the insured value of such pair or set.
3. **We** will not pay:
 - the first £100 of every claim

Your sum insured

4. If the total value of unspecified items at the time of the loss or damage is more than **Your sum insured** for such items, then **We** will only pay for a proportion of the claim.
For example if **Your sum insured** only represents one half of the total value of unspecified items **We** will only pay one half of the cost of repair or replacement.
However, if Personal possessions are lost or damaged away from the **Home** **We** will not take account of the value of Personal possessions in the **Home** at the time of such loss or damage.
In the event that a Personal possession specified in the **Schedule** is totally lost or destroyed, it will not continue to be insured but will be deleted from the date of the loss.

Limit of insurance

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



Section 6 | Legal Expenses

This section only applies if shown in the Schedule

The insurance provided under this section is underwritten by Financial and Legal Insurance

This insurance is a contract between **You** and Financial & Legal Insurance Company Limited. **We** will, subject to the terms and conditions provide **You** with the insurance set out in this section in respect of events occurring during the Period of Insurance shown in the Schedule and for any subsequent period for which we may accept a renewal premium.

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

If an **Insured Person** wishes to discuss a problem which may lead to a claim, please ring **our** dedicated helpline on **0161 603 2120**.

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

Claims should, as soon as possible, be made or confirmed in writing to Financial & Legal Insurance Company Limited at the following address;

No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

Once details have been received by **us** and **we** have accepted the claim in writing, **we** will supply the name(s) of one or more solicitors, accountants

or other suitably qualified and experienced persons from **our** panel to act on the **insured person's** behalf.

DEFINITIONS UNDER THIS SECTION:

Each of the words or terms shall have a specific meaning which applies wherever they appear in bold type in this Section.

We/Us/Our

Financial & Legal Insurance Company Limited.

You/Your

means the person or persons named in the Schedule attached to this Policy.

Insured Person

You and any domestic partner and any family member permanently living with **You** provided that they have **Your** permission to claim under this Section.

Appointed Representative

the claim negotiator, or the lawyer or other suitably qualified person appointed by **Us** to act on behalf of the **Insured Person**, in accordance with **Our** standard terms of appointment.

Costs and Expenses

all necessary and reasonable:

- (i) Fees, costs, disbursements and expenses charged by the **Appointed Representative** and agreed by **Us**
- (ii) Opponents costs in civil cases where the **Insured Person** is ordered to pay them or where **We** agree to pay them

in pursuing the claim including the costs of any appeal or defending an appeal, provided the **Insured Person** tells **Us** within the time limits and provided that **We** agree to the appeal.

Date of Occurrence

means:

- (i) For criminal cases, the date of occurrence is



Section 6 | Legal Expenses *continued*

the date when the **Insured Person** began or was alleged to have begun to break the criminal law.

- (ii) For tax protection the date of occurrence is the date when HM Revenue and Customs first notify the **Insured Person** of its intention to make an enquiry.
- (iii) For all other claims, the date of occurrence is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first event.

Legal Proceedings

means a legal remedy for compensation, specific performance or an injunction.

Reasonable Prospects

means that in respect of each claim there is always more than a 50% chance of the **Insured Person** recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by **Us** or the **Appointed Representative**.



Section 6 | Legal Expenses *continued*

What is covered

The insurance provides for the payment of costs and expenses in relation to the legal disputes set out under this Section

A. Personal Injury

We will, subject to the Claims Settlement Provisions, pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of any incident causing bodily injury or death to an **Insured Person**.

Provided that:

1. **Reasonable Prospects** exist for the duration of the claim.
2. The **Date of Occurrence** of the claim is within the Period of Insurance.
3. The claim is the result of a sudden and specific incident.

B. Contract Disputes

We will, subject to the Claims Settlement Provisions, pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to an agreement or alleged agreement that an **Insured Person** has entered into a personal capacity for the buying or hiring in of any goods or services.

Provided that:

1. **Reasonable Prospects** exist for the duration of the claim.
2. The **Date of Occurrence** of the claim is within the Period of Insurance.

What is not covered

- (a) The first £75 of any claim.
- (b) Any claim, which develops gradually unless it is the result of a sudden and specific incident.
- (c) Any claim arising from actual or alleged clinical, medical or dental negligence.
- (d) Any costs incurred before a claim is made and any **Costs and Expenses**, which **We** do not authorise.
- (e) Any claim excluded by the General Exclusions.

- (a) The first £75 of any claim.
- (b) Any claim relating to an **Insured Person's** previous or current trade, business, occupation or profession.
- (c) Any claim relating to land or buildings other than **Your** main home.
- (d) Any agreement entered into before the commencement of this Policy unless, up to the date of the commencement of this Section, **You** have held similar cover under another legal expenses policy.
- (e) Any claim relating to animals, motorised vehicles (except for domestic gardening equipment and electric or motorised wheelchairs and invalid carriages not designed for road use), aircrafts, boats, windsurfers, boards, jet skis or any craft designed to be used on or in water, caravans, trailers and any accessories.
- (f) Any claim relating to the settlement payable or the cover provided under an insurance policy.
- (g) Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.



Section 6 | Legal Expenses *continued*

What is covered

C. Property Disputes

We will, subject to the Claim Settlement Provisions, pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to:

- (i) An incident which causes or could cause physical damage to **Your** main home which is owned by **You** or for which **You** are legally responsible.
- (ii) Any unlawful interference of **Your** use, enjoyment or right of **Your** main home and the land on which **Your** main home is situated.
- (iii) The landlord's failure to maintain **Your** main home.

Provided that:

1. **Reasonable Prospects** exist for the duration of the claim.
2. The **Date of Occurrence** of the claim is within the Period of Insurance.

D. Employment Disputes

We will, subject to the Claims Settlement Provisions, pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** arising from or relating to an **Insured Person's** contract of employment as an employee and

What is not covered

- (h) Any costs incurred before a claim is made and any **Costs and Expenses**, which **We** do not authorise.
 - (i) Any claim excluded by the General Exclusions.
- (a) The first £75 of any claim.
 - (b) Any claim relating to an **Insured Person's** previous or current trade, business, occupation or profession.
 - (c) Any agreement entered into before the commencement of this Section unless, up to the date of the commencement of this Section, **You** have held similar cover under another legal expenses policy.
 - (d) Any claim relating to the rent, service and maintenance charges or renewal of a tenancy agreement.
 - (e) Any claim relating to a planning application.
 - (f) Any boundary dispute, which arises in the first 180 days of the commencement of this Section unless, up to the date of the commencement of this Section, **You** have held similar cover under another legal expenses policy.
 - (g) Any claim where the **Insured Person** is the landlord of the home or is leasing, sub-letting or renting out part of the home.
 - (h) Any claim relating to work done by any government or local authority unless the claim is for accidental physical damage to the home.
 - (i) Any claim relating to subsidence, heave, landslip, mining or quarrying.
 - (j) Any costs incurred before a claim is made and any **Costs and Expenses**, which **We** do not authorise.
 - (k) Any claim excluded by the General Exclusions.
- (a) The first £250 of each claim.
 - (b) Any claim resulting from a grievance or disciplinary procedure or the notification of redundancy, which occurs before the commencement of this Policy.



Section 6 | Legal Expenses *continued*

What is covered

which will be dealt with in an Employment Tribunal or any other civil court, provided that:

1. **Reasonable Prospects** exist for the duration of the claim.
2. The **Date of Occurrence** of the claim is within the Period of Insurance.

E. Professional Negligence

We will, subject to the Claims Settlement Provisions, pay the **Costs and Expenses** for the pursuit of **Legal Proceedings** relating to an agreement or alleged agreement that an **Insured Person** has entered into a personal capacity with a solicitor, accountant, surveyor or an architect, arising out of actual or alleged negligent advice, error or omission.

Provided that:

- (1) **Reasonable Prospects** exist for the duration of the claim.
- (2) The **Date of Occurrence** of the claim is within the Period of Insurance.

What is not covered

- (c) Disciplinary hearings or internal grievance procedures.
 - (d) The costs of any disputes relating to a compromise agreement.
 - (e) Any dispute relating to a shareholding, partnership or directors contract.
 - (f) Any claim relating to the Transfer of Undertakings (Protection of Employment) Regulations (TUPE).
 - (g) Any claim relating to franchise rights and agency rights.
 - (h) Any claim relating to future contracts of employment.
 - (i) Any costs incurred before a claim is made and any **Costs and Expenses**, which **We** do not authorise.
 - (j) Any claim excluded by the General Exclusions.
-
- (a) The first £75 of any claim.
 - (b) Any claim relating to an **Insured Person's** previous or current trade, business, occupation or profession.
 - (c) Any agreement entered into before the commencement of this Section unless, up to the date of the commencement of this Section, **You** have held similar cover under another legal expenses policy or the relevant facts were not known to the **Insured Person** at the commencement of this Section.
 - (d) Any claim relating to the settlement payable or the cover provided under an insurance policy.
 - (e) Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.
 - (f) Any costs incurred before a claim is made and any **Costs and Expenses**, which **We** do not authorise.
 - (g) Any claim excluded by the General Exclusions.



Section 6 | Legal Expenses *continued*

What is covered

F. Legal Defence

We will, subject to the Claims Settlement Provisions, pay the **Costs and Expenses** for defending an **Insured Person's** rights relating to any prosecution in a criminal court arising from the sale or supply of privately owned goods, provided that:

1. **Reasonable Prospects** exist for the duration of the claim.
2. The **Date of Occurrence** of the claim is within the Period of Insurance.

G. Tax Protection

We will, subject to the Claims Settlement Provisions, pay the **Costs and Expenses** for representing an **Insured Person** in any appeal proceedings in the event of a full enquiry into the **Insured Person's** personal tax affairs.

Provided that:

1. **Reasonable Prospects** exist for the duration of the claim.
2. The **Date of Occurrence** of the claim is within the Period of Insurance.

H. Court Attendance

For each day when an **Insured Person** is required to attend any court or tribunal at the request of an **Appointed Representative** We will, subject to the Claims Settlement Provisions, pay the actual loss of the salary or wages of an **Insured Person** for the time off work.

Provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

What is not covered

- (a) The first £75 of any claim.
 - (b) Any claim relating to an **Insured Person's** previous or current trade, business, occupation or profession.
 - (c) Any claim relating to animals, motorised vehicles (except for domestic gardening equipment and electric or motorised wheelchairs and invalid carriages not designed for road use), aircrafts, boats, windsurfers, boards, jet skis or any craft designed to be used on or in water, caravans, trailers and any accessories.
 - (d) Any costs incurred before a claim is made and any **Costs and Expenses**, which **We** do not authorise.
 - (e) Any claim excluded by the General Exclusions.
-
- (a) The first £75 of any claim.
 - (b) Any claim relating to the tax affairs of a company or any claim if the **Insured Person** is self employed, a sole trader or in a business partnership.
 - (c) Any claim relating to a specific enquiry of a tax return.
 - (d) Any costs incurred before a claim is made and any **Costs and Expenses**, which **We** do not authorise.
 - (e) Any claim excluded by the General Exclusions.
-
- (a) The first £75 of any claim.
 - (b) Any loss incurred before a claim is made.
 - (c) Any claim excluded by the General Exclusions.



Section 6 | Legal Expenses *continued*

Maximum Amount Payable and Maximum Number of Claims – under this Section

We will not pay, subject to any inner limits specified in this Section, more than £25,000 for any one claim.

We will not pay more than two claims in any one Period of Insurance. This does not apply to claims under the Court Attendance section of this Section.

Claims Settlement Provisions under this Section

1. Reasonable Precautions

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts which will result in a claim.

2. When You must report a claim to Us

The **Insured Person** must tell **Us** of a claim or any incident, which may lead to a claim as soon as reasonably possible and no later than 180 days (14 days upon receipt of the notice of intended prosecution under the Legal Defence Section) after the date on which the **Insured Person** first knew about the incident.

3. Acceptance of claim

On receipt of the claim it will be assessed and dealt with by **Our** in house claims negotiators and, if appropriate and if **Reasonable Prospects** exist, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**. If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured Person's** own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Person** if Counsel's opinion shows clearly that there are merits in proceeding.

4. Conduct of the Claim

(i) We will be entitled:

- To have direct contact with the Appointed Representative.
- To take over and conduct in the Insured Person's name any claim or Legal Proceedings at any time and negotiate any claim on behalf of the Insured Person.
- To refuse to accept a claim or continue with a claim where the Insured Person does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to Us or the Appointed Representative.

(ii) What the Insured Person must do:

- Provide, at the Insured Person's own expense, the Appointed Representative and Us with any proof, evidence, certificates and assistance as We may reasonably ask for in connection with the claim, including proof as to whether Reasonable Prospects exist.
- Cooperate fully with the Appointed Representative and Us and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim.
- Take all reasonable steps to recover Costs and Expenses and to minimise the amount payable under this Section.
- Take all reasonable steps to resolve disputes that otherwise may give rise to a claim.
- Notify Us and the Appointed Representative immediately of any offer to settle a claim and of any payments into court.



Section 6 | Legal Expenses *continued*

- Tell the Appointed Representative to have Costs and Expenses taxed, assessed and audited at Our request.
- (iii) What the Insured Person must not do:
 - Withdraw from any claim or Legal Proceedings or withdraw instructions from Us or the Appointed Representative, without Our consent.
 - Pursue a claim in any way against the advice or instructions from Us or the Appointed Representative.
 - Incur any Costs and Expenses without Our consent or the consent of the Appointed Representative.
 - Agree to settle any claim on any basis or reject any offer to settle a claim, without Our consent or the consent of the Appointed Representative.

We will be entitled to be reimbursed by the Insured Person for any Costs and Expenses previously agreed or paid to or on behalf of the Insured Person if the Insured Person breaches any of the conditions in (ii) and (iii) above.

5. Payment instead of pursuing or defending a claim

At any time We will be entitled to pay the reasonable amount of damages claimed if in Our opinion this would be a more economic solution.

6. Legal Proceedings

Any Legal Proceedings must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court Proceedings, only then will the Insured Person be entitled to use their own lawyer for Us to instruct as the Appointed Representative to handle the claim.

If there is any dispute about the choice of lawyer We will ask the President of the relevant Law Society to choose a suitably qualified lawyer.

Where the Insured Person is entitled to choose their own lawyer or other suitably qualified person, the most We will pay is the amount We would have paid to Our own lawyer or suitably qualified person.

8. Observance of Terms

Anyone making a claim under this Section must have Your permission and observe the terms under this Policy.

9. Arbitration

Any dispute or difference of any kind between Us and an Insured Person will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

10. Assignment

This insurance is between and binding upon Us and You and their respective successors in title, but this insurance may not otherwise be assigned by You without Our prior written consent.



Section 6 | **Legal Expenses** *continued*

11. Third Party Rights

Unless stated expressly in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

12. Waiver

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

13. Recoveries

We reserve the right, at Our own expense, to take proceedings in the name of the Insured Person to recover any payment made under this Section. If an Insured Person recovers Costs and Expenses previously paid under this Section such Costs and Expenses must be repaid immediately to Us.

14. Governing Law

This Section is subject to the law applicable to the country in which You reside if this is England, Scotland, Wales or Northern Ireland; otherwise English law will apply.



Section 6 | Legal Expenses *continued*

General Exclusions which apply to this Section

The following are not insured by this Section:

1. Motor Vehicles

Any claim relating to motor vehicle owned, driven, used, hired, leased, sold or purchased by an Insured Person.

2. Dishonesty, Deliberate Acts, Violence, Criminal Acts and Fraud

Any claim:

- (a) Involving actual or alleged dishonesty, violence or any deliberate or criminal act by the Insured Person.
- (b) Or statement which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

3. Judicial Review, Mediation and Arbitration

Any claim directly or indirectly relating to or resulting from:

- (a) An application for a judicial review.
- (b) Mediation and arbitration.
- (c) Divorce, matrimonial matters, cohabitation, maintenance, custody or access.
- (d) Copyrights(s), trademarks(s), merchandise mark(s), Registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- (e) Libel or slander.
- (f) Any share option or pension scheme or policy.
- (g) Any device failing to recognise, interpret or process any date as its true calendar date.
- (h) Any dispute arising from a dispute between the Insured Person and any agent or mortgage lender.

4. Bankruptcy, Liquidation or Receivership

Any claim where Insured Person is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into Deed of Arrangement or where part or all of the Insured Person's affairs or property are in the care or control of a receiver or an administrator.

5. Other Insurance

Any Costs and Expenses, which can be recovered by an Insured Person under any other insurance or which would have been covered if this insurance did not exist except for any amount in excess of that which would have been payable under such insurance(s).

6. Fines and penalties

Fines, damages or other penalties, which the Insured Person is ordered to pay by a court or other authority.

7. Disputes with Us

Any claim against Us or Prestige Underwriting Services Limited.

8. Territorial Limits

Any claim:

- (a) Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man.
- (b) Which occurs outside the United Kingdom, the Channel Islands or the Isle of Man.
- (c) Where the Insured Person permanently lives outside the United Kingdom, the Channel Islands or the Isle of Man.



Section 6 | Legal Expenses *continued*

Data Protection under this Section

We take the Data Protection Act seriously and set out below how **We** will look after the information **You** give **Us**.

We will only use the information **You** give **Us** for legal purposes and will keep it safe. **We** will not pass **Your** information on to others or outside the EU unless **We** are obliged to do so for legal or regulatory purposes or for purposes directly related to **You** as a customer.

These may include:

- Servicing **Your** policy or dealing with claims. This might mean passing information on to solicitors, loss assessors, insurers or other related service providers.
- Where necessary obtaining information about **You** from credit reference agencies (the agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries).
- For the prevention of fraud, to check **Your** identity and prevent money laundering.

Under the Act **You** can request to see what data **We** hold on **You**, though there may be a charge for this service.

Under this section **We/Us/Our** includes Prestige Underwriting Services Limited.



Section 6 | Legal Expenses *continued*

How to make a Claim under this Section – 0161 603 2120

If **You** need to make a claim **You** must report the incident to **Us** on the above number or write to Financial & Legal Insurance Company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

If there is a claim which is covered by the Section **We** will obtain the relevant details from the **Insured Person**.

If the claim is accepted and **Reasonable Prospects** exist, the claim will be handled by the specialist claims unit or an **Appointed Representative** will be instructed to act on behalf of the **Insured Person**.

Please note that:

- Any costs incurred before a claim is made and any costs, which are not authorised will not be insured by this Policy.
- Under this Policy there must be Reasonable Prospects for any claim to proceed.
- If there is any conflict of interest or if court proceedings are to be issued only then will the Insured Person be entitled to choose their own lawyer.

The insurance provided by this section of the policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under no 202915. Registered in England under Company no 03034220.



Endorsements

Endorsements

Applicable only if shown on **Your Schedule**).

007

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

010

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

011

It is a condition of this **Policy** that the **Home** is fitted by a Nacoss approved installer, with a burglar alarm to BSEN 50131 which is maintained in working order under contract with the installing company. **We** will not pay for any loss or damage caused by theft from the **Home** UNLESS the burglar alarm system is in full and effective operation whenever the **Home** is left unattended and when **You** and **Your Family** retire for the night.

012

It is a condition of this **Policy** that all existing security and protections installed in the **Home** must be maintained in working order and must be in full use whenever the **Home** is left unattended and when **You** and **Your Family** retire for the night. **You** agree that any existing security or protections will not be changed in any way that

would be detrimental to **Us** without **Our** written consent. **We** agree that windows may be left open for ventilation in occupied bedrooms overnight.

013

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

022

The Excess under Section 1 – **Buildings** is £250, other than for claims in respect of subsidence, landslip or heave under cause 9.

024

The Excess under Section 2 – **Contents** is £250.

027

The Excess under Section 1 – **Buildings** is increased to £2,500 under cause 9 (subsidence, landslip or heave). This increased Excess replaces the original Excess under cause 9 and is not an additional amount.

028

We will not pay for ANY loss or damage by cause 9 (subsidence, landslip or heave) in respect of Section 1 – **Buildings** insured by this **Policy**.

029

We will not pay for ANY loss or damage by cause 9 (subsidence, landslip or heave) in respect of Section 2 – **Contents** insured by this **Policy**.

039

Your bank or building societies interest clause
The rights of the bank or building society who provided **Your** mortgage will not be affected by anything **You** do to increase the risk of loss or



Endorsements *continued*

damage to the **Home** provided that they were unaware of such action. The bank or building society must write and tell **Us** as soon as they become aware of any action **You** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **You** will have to repay them.

041

The Excess under Section 1 – **Buildings** is £500.

042

The Excess under Section 1 – **Buildings** is £1,000.

043

The Excess under Section 2 – **Contents** is £500.

044

The Excess under Section 2 – **Contents** is £1,000.

046

The Excess under Section 5 – **Personal Possessions** is £250.

047

The Excess under Section 5 – **Personal Possessions** is £500.

048

The Excess under Section 5 – **Personal Possessions** is £1,000.

055

Keys clause

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

057

Flood exclusion clause

Section 1 (Buildings) and Section 2 (**Contents**) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections 1 and 2.



Home Emergency, Legal and Identity Theft Helplines

The following helplines are operated by Legal Assistance Direct

HOME EMERGENCY

If your home is damaged as a result of a Home Emergency, Legal Assistance Direct will contact an approved contractor on Your behalf, who is competent to undertake any immediately necessary repairs to:

1. Make Your home safe for habitation
2. Secure Your home and/or contents against further damage
3. Protect You and Your family from health risks

Any repairs or arrangements made will be at your expense but may be reimbursed if you go on to make a valid claim under the Policy

Telephone: 0845 6769503 (24 hours)

LEGAL ADVICE

If You have a legal or legal related problem on any matter other than in connection with the use or ownership of a motor vehicle. You are able to contact the team of lawyers on hand to answer Your queries. Advice is available on a range of topics. You may have Legal Expenses insurance in place, in which case check your schedule of insurance and policy wording for full details

Telephone: 0845 6769503 (24 hours)

IDENTITY THEFT

This helpline provides a “one stop solution” designed to meet all identity theft queries. This service is available between 9am and 5pm Monday to Friday (excluding English Bank Holidays)

Telephone: 0845 6769503



Notice to the insured

Contractors (Rights of Third Parties) Act 1999 Clarification

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

English Law

You and **We** can choose the law which applies to this policy. As **We** are based in England **We** propose to apply English Law. Unless **We** and **You** agree otherwise English Law will apply to this Policy.

Data Protection Act

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

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

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

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

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



Complaints *continued*

HOW TO MAKE A COMPLAINT UNDER SECTION ONE TO FIVE – AXA INSURANCE UK PLC

AXA Insurance and Prestige Underwriting Services aim to provide the highest standard of service to every customer.

If our service does not meet your expectations, we want to hear about it so we can try to put things right. All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response.

Making your complaint

If your complaint relates to a claim on your policy, please contact the department dealing with your claim.

If your complaint relates to your policy, please contact the agent or AXA office where it was bought, or AXA Insurance UK plc.

Contact Details Head of Customer Relations
AXA Insurance,
Civic Drive
Ipswich IP1 2AN

Phone: 01473 205926
Fax: 01473 205101
Email: customercare@axa-insurance.co.uk

When you make contact please tell us the following information:

- Name, address and postcode, telephone number and e-mail address (if you have one)
- Your policy and / or claim number, and the type of policy you hold
- The name of your insurance agent / firm (if applicable)
- The reason for your complaint

Telephone contact is often the most effective way to resolve complaints quickly.

Any written correspondence should be headed 'COMPLAINT' and you may include copies of supporting materials.

Beyond AXA

Should you remain dissatisfied following our final written response, you may be eligible to refer your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider your complaint if you are unhappy with our final written response.

You have six months from the date of our final response to refer your complaint to the FOS. This does not affect your right to take legal action.



Complaints *continued*

If we cannot resolve your complaint you may refer it to the Financial Ombudsman Service at the address given below:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0300 123 9123 or 0800 023 4567
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk

Our promise to you

We will:

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep you informed of progress.
- Do everything possible to resolve your complaint.
- Use the information from complaints to continuously improve our service.

Telephone calls are recorded and monitored.

HOW TO MAKE A COMPLAINT UNDER SECTION SIX – FINANCIAL & LEGAL INSURANCE COMPANY LIMITED

Our aim is to provide a first class standard of service at all times. If **You** feel that **You** have been let down and **You** wish to raise a complaint relating to the sale of the Policy, please contact **Your** insurance adviser.

If **You** feel that **We** have let **You** down and **You** wish to raise a complaint, please let us know.

You can contact Prestige Underwriting Services Limited:

The General Manager,
The Lanyon Building,
10 North Derby Street,
Belfast,
Co. Antrim BT15 3HL
08456 77 00 66.

Or your Insurer, Financial & Legal Insurance Company Limited,
No. 1 Lakeside,
Cheadle Royal Business Park,
Cheadle,
Cheshire
SK8 3GW to discuss your concerns and register your complaint.



Complaints *continued*

Please quote **Your Policy** number in all correspondence.

Our staff will attempt to resolve **Your** complaint immediately. Where this is not possible, **We** will acknowledge **Your** complaint within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. **We** will aim to issue a final response letter within 8 weeks of receipt.

Upon receipt of the final response letter, if **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service (FOS) within six months of the date of the letter.

You can contact FOS at:-
Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall, London,
E14 9SR.
Telephone number: 0300 123 9 123

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

Under this section **We/Us/Our** includes Financial & Legal Insurance Company Limited.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc, Financial & Legal Insurance Company Ltd and Prestige Underwriting Services Ltd are covered by the Financial Services Compensation Scheme. Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholder, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Information can be obtained on request or by visiting the Financial Services Compensation Scheme website - www.fscs.org.uk



Details about our Regulator

Prestige Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference number 307105.

Prestige Underwriting Services Limited is registered in Northern Ireland, NI031853

Registered Office:
10, Governors Place,
Carrickfergus, Co. Antrim,
BT38 7BN.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. A member of the AXA Group of Companies.

Registered in England under Company Registration Number 78950.

Registered Office: 5, Old Broad Street, London, EC2N 1AD.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under no 202915. Registered in England under Company no: 03034220.

Details can be checked on the Financial Services Register by visiting the Financial Conduct Authority website at www.fca.org.uk or by contacting them on 0800 111 6768.

Prestige Underwriting Services limited is authorised and regulated by the Financial Conduct Authority Firm Reference Number 307105. Registered in Northern Ireland under Company Registration Number NI031853. Registered Office 10, Governors Place, Carrickfergus, County Antrim, Northern Ireland, BT38 7BN.

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