



PRIVATE CLIENT

# HOME

Policy wording



# HOME

## Policy wording

### **INTRODUCTION**

Thank you for choosing Azur Underwriting Limited and our Private Client Group for your personal insurance.

Private Client Group is dedicated to providing insurance exclusively for individuals requiring the highest standard of care for their properties and possessions. Our knowledge and experience are complemented by our commitment to exceptional service.

Your Private Client Group client service manager will ensure that you experience excellent personal service and, if you need to make a claim, one of the finest claims services available.

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# POLICY PROVISIONS

**!** This policy is not complete without a schedule

## POLICY PROVISIONS

Azur Underwriting Limited distributes and administers this policy on behalf of American International Group UK Limited, HSB Engineering Insurance Limited and DAS Legal Expenses Insurance Company Limited.

Azur Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FRN 774401). Azur Underwriting Limited is a company registered in England & Wales (company number 09903413) with a registered office at First Floor, Templeback, 10 Temple Back, Bristol, BS1 6FL.

This policy is underwritten by American International Group UK Limited, save for legal expenses insurance cover, which is underwritten by DAS Legal Expenses Insurance Company Limited and cyber cover which is underwritten by HSB Engineering Insurance Limited as the insurers.

American International Group UK Limited (“AIG”) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN number 781109). American International Group UK Limited is registered in England (company number 10737370) with a registered address at The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority (FRN 202106) and regulated by the Financial Conduct Authority and Prudential Regulation Authority. DAS Legal Expenses Insurance Company Limited is a company registered in England & Wales (company number 103274) with a registered office at DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113). DAS Law Limited Head and Registered Office is DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL Registered in England and Wales Company Number 5417859.

HSB Engineering Insurance Limited, are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. HSB Engineering Insurance Limited registered address, HSB Engineering Insurance Limited, 6 London Street, London EC3R 7LP. Registered in England and Wales, number 02396114 and Ireland 906020.

This information can be checked by visiting the FS Register ([www.fca.org.uk/register](http://www.fca.org.uk/register)).

This policy, this schedule and any endorsement clauses detailed on it, set out the agreement between **you** and **us**. They should be read as one document. **You** agree to pay the premium shown in the schedule and comply with **your** responsibilities described in this policy. Cover for each section will only be in operation where indicated on **your** policy schedule.

Upon any renewal or variation of this agreement, **you** must take care to ensure that **you** respond fully and accurately to any questions or requests for information **we** may make. The information **you** provide to **us** may affect **our** ability to renew or vary **your** coverage under this agreement or the terms on which **we** are able to provide renewal or variation. If there are any changes in **your** circumstances and/or the information **you** have provided is no longer true, valid or up to date **you** must tell the intermediary who arranged the policy for **you**, or **us**, as soon as is possible as this may affect **your** policy and **your** ability to claim under it.

Various provisions in this policy and in the policy schedule endorsement clauses restrict or exclude cover. Read the entire policy carefully to determine **your** rights and duties, and what is and is not covered. **You** may not be entitled to claim under this policy if **you** have not complied with its terms. In particular, please refer to Part II – Making a claim and Part IX – General Conditions.

## HOW WE USE PERSONAL INFORMATION

**We** are committed to protecting the privacy of their customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to **you** or other individuals (e.g. **your** partner or other members of **your** family). If **you** provide Personal Information about another individual, **you** must (unless **we** agree otherwise) inform the individual about the content of this notice and **our** Privacy Policies and obtain their permission (where possible) for sharing of their Personal Information with **us**.

# POLICY PROVISIONS

**The types of Personal Information we may collect and why** – Depending on **our** relationship with **you**, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with **your** consent where required by applicable law) as well as other Personal Information provided by **you** or that **we** obtain in connection with **our** relationship with **you**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Making assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside **your** country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

AIG and Azur may send **you** marketing communications. To opt-out of any marketing communications that AIG may send **you**, contact AIG by e-mail at: AIGDirect.Queries@aig.com or by writing to: Customer Support Team, The AIG Building, 2-8 Altyre Road, Croydon, Surrey, CR9 2LG. If **you** opt-out AIG may still send **you** other important service and administration communications relating to the services which they provide to **you** from which **you** cannot opt-out. To opt-out of any marketing communications that Azur may send **you**, contact Azur by email at: marketingopt-out@azuruw.com or by writing to Marketing Preference Team, Azur, Discovery House, 2nd floor, 28-42 Banner Street, London, EC1Y 8QE. If **you** opt-out Azur may still send **you** other important service and administration communications relating to the services which **we** provide to **you** from which **you** cannot opt-out.

**Sharing of Personal Information** – For the above purposes Personal Information may be shared with **our** group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. **We** are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. **We** may search these registers to prevent, detect and investigate fraud or to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of **our** company or transfer of business assets.

**International transfer** – Due to the global nature of **our** business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in **your** country of residence). When making these transfers, **we** will take steps to ensure that **your** Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in **our** Privacy Policies (see below).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep **your** Personal Information safe and secure. When **we** provide Personal Information to a third party (including **our** service providers) or engage a third party to collect Personal Information on **our** behalf, the third party will be selected carefully and be required to use appropriate security measures.

**Your rights** – **You** have a number of rights under data protection law in connection with **our** use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend **our** use of data. These rights may also include a right to transfer **your** data to another organisation, a right to object to **our** use of **your** Personal Information, a right to request that certain automated decisions **we** make have human involvement, a right to

## POLICY PROVISIONS

withdraw consent and a right to complain to the data protection regulator. Further information about **your** rights and how **you** may exercise them is set out in full in **our** Privacy Policies (see below).

**Privacy Policy** – More details about **your** rights and how **AIG** collect, use and disclose **your** Personal Information can be found in **AIG's** full Privacy Policy at: [www.aig.co.uk/privacy-policy](http://www.aig.co.uk/privacy-policy) or **you** may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB or by email at: [DataProtectionOfficer.uk@aig.com](mailto:DataProtectionOfficer.uk@aig.com).

More details about **your** rights and how **Azur** collect, use and disclose **your** Personal Information can be found in **our** full Privacy Policy at: <http://www.azuruw.com/privacy-policy> or **you** may request a copy by writing to: Data Protection Officer, Azur, Discovery House, 2nd floor, 28-42 Banner Street, London, EC1Y 8QE or by email at: [DPquery@azuruw.com](mailto:DPquery@azuruw.com).

More details about **your** rights and how **HSB Engineering Insurance Limited** collect, use and disclose **your** Personal Information can be found in **HSB's** full Privacy Statement at: <https://www.munichre.com/HSBEIL/service/privacy-statement> or **you** may request a copy by writing to: HSB Data Protection Manager, HSB Engineering Insurance Limited, New London House, 6 London Street, London, EC3R 7LP or by email at: [compliance@hsbeil.com](mailto:compliance@hsbeil.com)

### FRAUD PREVENTION AND DETECTION

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

- a. share information about **you** with other organisations and public bodies including the police;
- b. check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
  - i. help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
  - ii. recover debt, prevent fraud and to manage **your** insurance policies;
  - iii. check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- c. undertake credit searches and additional fraud searches.

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

American International Group UK Limited is a member of the Insurance Fraud Bureau (IFB) [www.insurancefraudbureau.org](http://www.insurancefraudbureau.org), a not for profit organisation funded by the insurance industry, specifically focussed on detecting and preventing organised and cross industry insurance fraud. The IFB also maintains a Cheatline, where anyone can call 0800 422 0421 in confidence and anonymously if necessary, to report insurance fraud.

# PART I – DEFINITIONS

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy, defined terms will be bold when used. Any word or expression that appears in the definitions section has the same meaning wherever it appears. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

In this policy, the words '**you**', '**your**' and '**yours**' refer to the person or persons or legal entity named on the schedule, his or her spouse, civil partner or common law partner. The words '**we**', '**us**', '**our**' and '**ours**' means American International Group UK Limited, DAS Legal Expenses Insurance Company Limited and HSB Engineering Insurance Limited, as insurer, or, as the context requires for the purposes of the administration of this policy, Azur Underwriting Limited as agent of the insurers.

In addition the following words have the following meaning where used throughout the policy unless a more specific special definition applies under that section:

**Aircraft** – any device used or designed for flight, except model or hobby craft not used or designed to carry people or cargo.

**Aggravated burglary** – a burglary from the **residence** committed when a burglar enters and at the time has with them a firearm, imitation firearm, weapon of offence, or any explosive

**Bodily injury** – identifiable physical injury to the body that results from a covered loss which is caused directly and solely by an accident, which is not intentionally self-inflicted and does not result from sickness or disease.

**Business** – a part-time or full-time trade, occupation or profession, including farming or stud activities, other than **incidental business**.

**Business equipment** – furnishings, supplies and equipment used to conduct **business** from the **home**.

**Collection – fine art, jewellery**, private collections of rare, unique or novel items of personal interest (for example, dolls, toy soldiers, guns, model trains), including memorabilia for which a sum insured is shown in the **collections** section of **your** schedule.

**Contaminant** – an impurity resulting from the mixture of or contact of a substance with a foreign substance.

**Contents** – **fine art**, household goods (including domestic gardening equipment and quad bikes) and personal property, which belong to **you** or a **family member**, for which **you** or a **family member** are legally responsible.

**Damages** – the sum of money required to satisfy a claim, whether settled or agreed to in writing by **us** or resolved by judicial procedure.

**DAS** – DAS Legal Expenses Insurance Company Limited.

**Domestic duties** – those duties related to **your home** and gardens, **incidental business** in respect of farming only, at the **home** or **your** home office if **you** have less than 5 employees. This definition does not include employees who are employed to provide care for **you** other than domestic child care. **We** exclude any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.

**Domestic employee** – any person employed by **you** in connection to **domestic duties** at **your** residence who is:

- a. employed by **you** under an employment contract in the United Kingdom or a country which is a member of the European Union; or
- b. self employed and working on a labour only basis under **your** control or supervision in the United Kingdom or a country which is a member of the European Union

**Eco landscaping** – trees and shrubs that will provide wind protection and shade benefit to **your residence**.

**Family member** – any member of **your** household who resides with **you** on a permanent basis.

**Fine art** – paintings, etchings, statuary, antiques and other genuine works of art with historical value or artistic merit.

**Home** – the main dwelling and **other permanent structures** including service pipes, cables and underground tanks supplying the main dwelling at each location named on the schedule.



# PART I – DEFINITIONS

**Identity fraud** – the act of knowingly transferring or using, without lawful authority, a means of identification of an **insured person** with the intent to commit, or to aid or abet, any unlawful activity.

**Incidental business** – either:

- a. an activity that does not produce gross revenues in excess of £10,000 in any year and does not involve employment of others for more than 1,000 hours in total during the **policy period**.
- b. farming that does not involve employment of others for more than 1,000 hours in total of farm work during the **policy period**, and does not produce more than £25,000 in gross annual revenues from the raising or care of animals or agriculture.

**Incidental business** includes **residences** listed on the schedule that **you** own and rent to others regardless of the gross revenues received. No cover is provided for **Incidental business** under Section IX Cyber

**Insured person:**

- a. **you** or a **family member**; and
- b. any additional insured named in the policy schedule.

**Jewellery** – articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals and costume jewellery. This also includes watches and set or unset gemstones.

**Landscaping** – **your** trees, lawn, shrubs, and other plants on the grounds of **your residence**.

**Loss of hearing** – total and permanent loss of hearing in one or both ears

**Loss of limb(s):**

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

**Loss of sight** – permanent, total and irrecoverable loss of sight in one or both eyes if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what **you** should see at 60 feet).

**Market value** – the amount for which an article could reasonably be expected to be replaced immediately prior to the time of loss or damage with one substantially similar.

**Money** – bank notes, coins that are not part of a **collection**, cheques, postal orders, bank drafts, traveller's cheques, postage stamps, saving stamps, certificates and premium bonds. **Money** does not include cryptocurrency.

**Motor** – any motorised land vehicle which requires motor vehicle registration or operator licensing. This includes self-propelled motor-homes, motorcycles and attached trailers.

**Mould** – any type or form of fungus, including but not limited to all forms of mould or mildew, and any mycotoxins, spores, scents, vapours, gas or substance, including any by-products, produced or released by mould.

**Occurrence:**

- a. a loss or an accident which occurs during the **policy period** and results in **personal injury** or **property damage**; or
- b. an offence, including a series of related offences, committed during the **policy period** that results in **personal injury** or **property damage**.

**Other permanent structures** – any outdoor structures **you** own that are situated within the grounds of **your home** at a location listed in the schedule that are:

- a. not attached to **your home**; or
- b. any boundary walls attached to **your home**.

# PART I – DEFINITIONS

**Personal injury** – the following injuries, or death resulting from the following injuries:

- a. **bodily injury**;
- b. unlawful detention, false imprisonment or false arrest;
- c. shock, emotional distress, mental injury;
- d. invasion of privacy;
- e. defamation, libel or slander;
- f. malicious prosecution; or
- g. unlawful entry or eviction.

**Policy period** – the period of insurance shown in **your** schedule.

**Pollutant** – any solid, liquid, gaseous or thermal irritant or **contaminant**, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or **waste**.

**Property damage** – actual physical harm to, destruction of, or loss of use of tangible property.

**Reconstruction cost** – the lesser of the amount at the time of the loss required to restore or repair a structure; or replace or rebuild a structure at the same location with materials and workmanship of like kind and quality. This includes:

- a. fees payable to architects, surveyors and consulting engineers;
- b. the cost of complying with the building regulation of a government or local authority; and
- c. the cost of removing debris that results from a covered loss.

It does not include any amount required for the excavation, replacement or stabilisation of land under or around a structure.

**Relative** – **your** partner, a parent, brother, sister, son, daughter, (including adopted or fostered children), grandparent, grandchild, step-parent, stepchild, stepbrother, stepsister or next of kin of **you** or **your** partner.

**Residence** – any of the following which is listed on the schedule:

- a. any **home**, or **other permanent structures** and grounds that **you** own; or
- b. any other property **you** own or reside in.

**Temporary Let** – **your** property being lent, let or sublet for up to 60 days in any **policy period**.

**Tenant's improvements** – additions, alterations, installations or fixtures that **you** paid for, or are responsible for, at **your residence**.

**Terrorism** – the use of force or violence and/or the threat thereof committed for political, religious, or ideological purposes and with the intention to influence any government and/or to put the public or any section of the public in fear.

**Unoccupied** – not lived in for 60 consecutive days or not adequately furnished to be lived in normally.

**Waste** – materials to be disposed of, recycled, reconditioned or reclaimed.

**Watercraft** – a boat or craft designed for use on or over water.

## PART II – MAKING A CLAIM

Private Client Group is committed to providing the finest claims service in the industry. When a loss occurs, **we** aim to respond immediately with practical advice and assistance.

If **you** need to notify **us** of a potential claim under any section of **your** policy one of **our** dedicated claim specialists will be able to advise on policy cover and agree with **you** on how best to resolve the situation quickly and to **your** satisfaction. **Our** telephones are manned 24 hours a day, 7 days a week. See below for full details on how to make a claim.

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

### YOUR DUTIES AFTER AN OCCURRENCE OR INCIDENT

In the event of an **occurrence**, incident or circumstance which is likely to give rise to a claim under this policy, or if **you** or any other **insured person** under this policy is sued in connection with an **occurrence** which may be covered under this policy, **you** or an **insured person** (where applicable) must:

- a. give prompt notice to **us** or **your** intermediary of any incident that may result in any kind of claim under this policy. Failure to do so may affect **our** acceptance of a claim under the policy if the claim is made so long after the event that **we** are unable to investigate the claim fully or may result in **you** not receiving the full amount claimed if the amount claimed is increased as a result of the delay;
- b. notify the local police if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons and vandals, and keep a note of any reference number given to **you**;
- c. notify the credit card, bank card or card issuing company in case of loss under credit card cover;
- d. protect the property from further damage. If repairs to the property are required, **you** must:
  - i. make necessary repairs to protect the property; and
  - ii. keep an accurate record of all repair expenses.
- e. begin to repair, replace or rebuild any partial loss to an insured property within 180 days of the date of the loss. If **you** have an **occurrence** that results in a partial loss to an insured property and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, **we** will only pay the **reconstruction cost**.
- f. provide **us** with bills, receipts and related documents;
- g. as often as **we** require:
  - i. make available to **us** the damaged property for inspection;
  - ii. provide **us** with records and documents **we** request; and
  - iii. submit to separate examination under oath.
- h. provide **us** with the names and addresses of any known persons injured and any available witnesses;
- i. provide **us** with any legal documents and other documents which will help **us** defend **you**; and
- j. assist and co-operate with **us** in the conduct of the defence by helping **us**:
  - i. to make settlement;
  - ii. to enforce any right of contribution or indemnity against any person or organisation who may be liable to **you**;
  - iii. to attend hearings and trials; and
  - iv. to secure and give evidence and obtain the attendance of witnesses.
- k. in the event of an **occurrence**, incident or circumstance which is likely to give rise to a claim under this policy under Section IX Cyber, **you** must adhere to Section IX Cyber, C - Conditions, 1. Reporting a Claim

**You** will need to provide **your** name and **your** policy number at the time of reporting a potential claim.

Calls may be monitored or recorded to improve **our** service and for security or regulatory purposes.

## PART II – MAKING A CLAIM

### A. HOME AND CONTENTS, COLLECTIONS AND LIABILITY

To make a claim under any of these sections of this policy please contact **your** insurance broker or agent.

Alternatively **you** can contact **us** directly as follows:

Telephone: +44 (0)20 3319 8999

Email: pcgclaims@azurpcg.com

Our telephones are manned 24 hours a day and 7 days a week.

In writing:

Private Client Group  
Azur  
Discovery House  
2nd floor  
28-42 Banner Street  
London  
EC1Y 8QE

### B. ANNUAL TRAVEL

To make a claim under this section of the policy please contact **your** insurance broker or agent. Alternatively **you** can contact **us** directly as follows:

Medical and other emergencies:

Telephone: +44 (0)1273 721 385

Non Medical /emergency related travel claims:

Telephone: +44 (0)20 3319 8999

Email: pcgclaims@azurpcg.com

In writing:

Private Client Group  
Azur  
Discovery House  
2nd floor  
28-42 Banner Street  
London  
EC1Y 8QE

When **you** contact **us** to make a claim under the Annual Travel section of **your** policy, **you** will need to say that **you** are insured with the Private Client Group of Azur and give the following information:

- a. **your** name and address;
- b. **your** contact phone number abroad;
- c. **your** policy number; and
- d. the name, address and contact phone number of **your** GP.

Please note: This is not private medical insurance. If **you** go into hospital abroad and **you** are likely to be kept as an inpatient for more than 24 hours or if **your** outpatient treatment is likely to cost more than £500, someone must contact **us** on **your** behalf immediately. If they do not, **we** may provide no cover or **we** may reduce the amount **we** pay for medical expenses.

## PART II – MAKING A CLAIM

If **you** have to return to the United Kingdom under section 2 (Cutting **your trip** short) or section 3 (Medical and other expenses) **we** must authorise this. If **we** do not, **we** may provide no cover or **we** may reduce the amount **we** pay for **your** return to the United Kingdom.

### C. FAMILY PLUS LEGAL EXPENSES

To make a claim under this section of this policy please contact **your** insurance broker or agent.

Alternatively **you** can contact **DAS** directly as follows:

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, please call **DAS** on +44 (0)344 893 9307 and they will give **you** a reference number. At this point **DAS** will not be able to tell **you** whether **you** will be covered but the information will be passed on to **DAS'** claims handling teams and explain what to do next. Please do not ask for help from a lawyer, accountant or anyone else before **DAS** have agreed that **you** should do so. If **you** do, **DAS** will not pay the costs involved even if **DAS** accept the claim.

### D. FAMILY PROTECT

As soon as an insured **event** occurs or **you** think (or someone on **your** behalf thinks) an insured **event** is about to occur or may have occurred, **you** or someone on **your** behalf must urgently and as soon as possible telephone the **crisis consultants** by calling the 24-hour-a-day Crisis Hotline number:

**00 1 817 826 7000**

This is a dedicated crisis response hotline and should only be used for the purposes above. The number operates 24 hours a day, every day of the year, and can be called from anywhere in the world. It operates on a “connect call” basis, which means that it is free of charge to the caller and the call charge is met by **us**.

The crisis **consultants** will advise on whether law enforcement authorities should be informed.

An **assault** must be reported to the police or applicable law enforcement authority within 7 days of the **assault** occurring and the crime reference number must be provided to **us**.

It is understood and agreed that:

- a. the **crisis consultants** have no authority on **our** behalf to make any admissions which may prejudice **our** rights or to deal with matters concerning policy coverage; and
- b. the provision and the use of these services are not, are not intended to be and shall not be regarded as an admission of or an acceptance by **us** of any liability to indemnify an insured **person** under the policy and are without prejudice to any of **our** rights.

### E. CYBER

When **you** make a claim, it is very important that **you** meet all of the requirements of the policy, particularly Condition 1, Section IX, Cyber ‘Reporting a Claim’. **you** do not, **we** may not pay part or all of **your** claim.

**You** must report **your** claim to either the person who arranged this insurance for **you** or to **us** at:

Claims Department  
HSB Engineering Insurance Limited  
Chancery Place  
50 Brown Street  
Manchester  
M2 2JT

Telephone: +44 (0)20 3319 8999  
Email: new.loss@hsbeil.com

## PART III – HOME AND CONTENTS

### A. BASIS OF COVER

This policy covers **you** against all risks of physical loss or damage to **your home** and **other permanent structures** unless an exclusion applies. **Your contents** are covered against all risks of physical loss or damage anywhere in the world unless an exclusion applies.

### B. PAYMENT OF A LOSS

#### 1. Amount of cover for **your home, tenant's improvements** and **other permanent structures**

The amount **we** will pay is shown in **your** schedule. **Your** schedule indicates the payment basis:

##### a. Guaranteed rebuilding cost

This cover can be provided at **our** discretion if:

- i. one of **our** appraisers has calculated the rebuilding cost, or
- ii. **you** have provided to **us** a full independent high net worth building survey dated no more than three years prior to inception of **your** policy.

If **we** inform **you** in writing that the payment basis is guaranteed rebuilding cost, **we** will pay **the reconstruction cost** of **your home, tenant's improvements** or **other permanent structures**, for each **occurrence**, even if this amount is greater than the sum insured shown on **your** schedule. However, **you** must repair or rebuild **your home** or **other permanent structures** at the same location. If not, the maximum payable is the sum insured shown for that location on the schedule.

Where an appraisal has been conducted **we** may change the sum insured shown on **your** schedule to reflect current costs and values. **We** may adjust the premium to reflect these changes. Guaranteed rebuilding cost does not apply to Grade I or Category A buildings.

##### b. Rebuilding cost

If the payment basis shown on **your** schedule is rebuilding cost, **we** will pay the **reconstruction cost** of **your home, tenant's improvements** or **other permanent structures**, up to the sum insured shown for that location on **your** schedule, for each **occurrence**.

For a covered total loss **we** will pay the **reconstruction cost** up to the sum insured shown for that location on **your** schedule, for each **occurrence**, whether or not **you** actually rebuild **your home, tenant's improvements** or **other permanent structures**.

The sum insured will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, **your** sum insured will include any increase in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors from the beginning of the period of insurance or if this index is not available, an alternative index as **we** shall determine in accordance with good industry practice.

##### c. Green rebuilding cost cover

- i. **We** will pay up to £5,000 for the installation of green building products (as shown in paragraph c, ii, 1 to 9 below) following a covered loss which is not deemed by **us** to be a total loss to **your home** or **other permanent structures**.
- ii. In the event of a total loss to **your home** or **other permanent structures**, **we** will pay up to £50,000 in addition to the guaranteed rebuilding cost or rebuilding cost under 1a or 1b above, whichever is applicable, to reconstruct **your home** with green building product(s). A green building product is one that **we** determine meets the industry recognised green standard for that product category attributed to one or more of the following:
  - a. use of less energy, water and/or natural resources;
  - b. creation of less **waste**; or
  - c. providing a healthier environment for the people living inside.

## PART III – HOME AND CONTENTS

The categories for green building product(s) include, but are not limited to, the following:

1. insulation and framing;
2. paints, architectural coatings, primers, under coatings, adhesives and sealants;
3. carpet and flooring;
4. permanently installed fixtures such as cabinets, counters and partitions;
5. heating and cooling equipment;
6. doors and windows;
7. lighting systems;
8. interior plumbing;
9. exterior siding and roofing.

In addition **we** will pay

- i. up to £5,000 for green consulting service(s) approved by **us**;
- ii. up to £500 to reimburse **you** for the purchase of carbon offsets to neutralise increased emissions as the result of a covered loss. Proof of certification will be required;
- iii. up to £5,000 for lost income generated from selling surplus energy back to the energy company and for extra expenses incurred to purchase replacement energy; and
- iv. up to 10% of the sum insured for **your home** or, if the **home** is not covered, 10% of the sum insured for the **contents** at the **residence** at which the covered loss occurs to **your** garden or **eco landscaping**, but no more than £2,500 for any one tree, shrub or plant.

A total loss is when, at **our** discretion, a building is deemed to be beyond economical repair or reconstruction. Following a total loss settlement, any salvage shall become **our** property.

### 2. Amount of cover for **your contents**

The amount **we** will pay is shown in **your** schedule. **Your** schedule indicates the payment basis:

- a. Guaranteed replacement cover

This cover can be provided at **our** discretion if:

- i. one of **our** appraisers has assessed the value of **contents** at the property, or
- ii. **you** have provided to **us** a full independent high net worth **contents** appraisal dated no more than three years prior to inception of **your** policy

If the payment basis shown on **your** schedule is guaranteed replacement cost, **we** will pay the cost of replacing **your contents**, for each **occurrence**, even if this amount is greater than the sum insured shown on **your** schedule.

Where an appraisal has been conducted **we** may change the sum insured shown on **your** schedule to reflect current costs and values. **We** may adjust the premium to reflect these changes.

Following a loss any salvage shall become **our** property.

- b. Replacement cover

The most **we** will pay for a covered loss is the lesser of the amount required to repair the damage or the full cost to replace the **contents** without deduction for depreciation, up to the sum insured shown on the schedule.

The sum insured will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, **your** sum insured will include any increase in the Retail Price Index from the beginning of the period of insurance or if this index is not available, an alternative index as **we** shall determine.

## PART III – HOME AND CONTENTS

Following a loss any salvage shall become **our** property.

### 3. How **your** excess applies

The excess shown on the schedule is the amount of a covered loss **you** will pay for each **occurrence**.

For specific situations, a special excess may apply, namely:

#### a. **Unoccupied home** excess

If the **home** is **unoccupied** and **you** did not notify **us** an excess of 5% of the **home** sum insured will apply unless a higher excess already applies as shown in the schedule.

#### b. Large loss excess waiver

The excess shown on **your** schedule will not apply in the event of a loss greater than £15,000. This waiver does not apply to the **unoccupied home** excess.

### 4. Pairs, sets and parts

For a covered loss to a pair or set, or to part of a larger unit, **we** will pay whichever is less of:

- a. the cost to replace the lost or damaged property;
- b. the cost to restore or repair the damaged property to its pre-loss condition; or
- c. the difference between the **market value** of the pair or set before the loss and after the loss.

However, **we** may pay **you** the full replacement cost of the entire pair, set or unit if **you** agree to surrender the remaining article(s) of the pair, set or unit to **us**.

Under no circumstances will **we** pay more than the sum insured shown on **your** schedule.

### 5. Special limits of liability

a. The limit shown for each of the following categories is the maximum **we** will pay for a covered loss to that type of **contents**. These special limits apply per **occurrence** and do not increase the amount of cover for **your contents** or increase the amount of cover for **collections** if they are showing as covered on **your** schedule under any other section of this policy:

- i. **money**, gold, silver or platinum bullion or ingots £10,000;
- ii. sailboards, surfboards, rowing boats and dinghies, including their accessories £10,000;
- iii. trailers and caravans £10,000;
- iv. **fine art** £100,000;
- v. **jewellery** £10,000;
- vi. furs £10,000;
- vii. guns £10,000;
- viii. items of precious metals including silverware, tableware, trays, trophies and similar household articles, other than **jewellery**, which are made of gold, gold plate, silver, silver plate, pewter or platinum. £10,000;
- ix. stamps, coins and medals £10,000;
- x. negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports, or travel tickets. £10,000;
- xi. outdoor items designed to be normally left outdoors including garden furniture, statues and ornaments £100,000; and
- xii. wine £10,000.



## PART III – HOME AND CONTENTS

b. **We** will pay up to the amount shown in **your** schedule for each **occurrence** for **contents** in the following categories unless the loss is caused by breakage, in which case **we** will only pay up to the limit shown below. These special limits do not increase the amount of cover for **your contents** or increase the amount of cover for **collections** if they are showing as covered on **your** schedule under any other section of this policy.

i. Crystal, china, porcelains, figurines, statues, sculptures, mirrors, wine bottles, glassware and similar items £100,000.

c. **We** will pay up to £10,000 for vehicle accessories and equipment provided that at the time of the loss these items are not inside the vehicle or attached to the vehicle.

### C. ADDITIONAL COVERS

These covers are offered in addition to the sum insured shown on **your** schedule unless stated otherwise.

**Your** excess applies to these covers unless stated otherwise. Exclusions are described in Section D.

Exclusions and limits of liability as described in Section B. Payment of Loss 5. Special Limits of Liability, apply to these covers.

#### 1. Temporary letting of **your residence**

**We** will pay for a covered loss whilst **your home** is being **temporarily let** for no more than 60 days in the **policy period** subject to the following exclusions:

a. **We** do not cover loss or damage caused by accidental damage; accidental damage is damage that occurs suddenly as a result of an unexpected and non-deliberate action.

b. **We** will not pay for any loss or damage caused directly or indirectly by theft or attempted theft, unless there is physical evidence of forced entry or exit from the **home** resulting from such theft or attempted theft.

c. **We** will not pay for any loss or damage caused directly or indirectly by commercial activity, including but not limited to filming or any other business activity.

#### 2. Unlimited lock replacement

**We** will pay for the cost of replacing the locks in a **residence** listed on the schedule if the keys to that **residence** are lost or stolen.

**Your** excess does not apply to this cover.

#### 3. Unlimited trace and access

**We** will pay the cost to remove and replace part of **your home** or **other permanent structure** in order to locate the source of escape of a leak from any fixed tanks, apparatus, pipes or any fixed domestic heating installation.

**We** do not cover loss or damage to the heating or water system itself.

#### 4. Unlimited loss of domestic oil, gas, liquefied petroleum gas or metered water

**We** will pay the cost of loss of domestic oil, gas, liquefied petroleum gas or metered water that has escaped from **your** heating or water system at a **residence** listed in **your** schedule.

#### 5. Alternative accommodation

If a covered loss makes **your residence** uninhabitable, **we** cover any reasonable increase in living expenses incurred by **you** to maintain **your** household's usual standard of living. Payment will continue for the shortest reasonable amount of time necessary to restore **your residence** to a habitable condition or for **your** household to permanently locate elsewhere, up to a maximum of three years. This includes accommodation for **your** domestic pets and horses.

## PART III – HOME AND CONTENTS

### 6. Students' possessions

**We** will pay up to the sum insured for **contents** shown in **your** schedule in respect of loss or damage to a **family member's** possessions whilst living away from **home** in full time education.

### 7. Items in storage

**We** will pay for a covered loss to **your contents** stored in a commercial storage unit. The most **we** will pay is 10% of the **contents** sum insured shown on **your** schedule.

### 8. Items at a residence not listed on the schedule

**We** will pay for a covered loss to **your contents** kept at a residence **you** own not listed on the schedule. The most **we** will pay is 10% of the **contents** sum insured shown on **your** schedule.

### 9. Newly acquired items

**We** cover **your** newly acquired **contents** for 25% of the highest amount of **contents** cover as listed on **your** schedule. **You** must request cover for the newly acquired **contents** within 90 days after **you** acquire them and pay **us** the additional premium from the date acquired.

**We** reserve the right, at **our** discretion, not to insure the newly acquired **contents** if cover has not been requested for such **contents** within 90 days.

### 10. Property of **domestic employees** and guests

**We** cover the personal property of **your domestic employees** and guests while it is on the premises of any **residence** listed on the schedule. **We** do not cover **jewellery** or **money** owned by **your domestic employees** and guests. Items covered by any other insurance are excluded.

These payments do not increase the amount of **your** cover and only apply in excess of any other insurance cover in force.

### 11. Relatives in care

**We** will pay up to the **contents** sum insured for a covered loss to items owned by **your** parents and/or grandparents occurring in the care or nursing home where they reside.

This cover only applies in excess of any other insurance cover in force.

### 12. Marquees

**We** will pay up to £50,000 in respect of loss or damage to a temporarily hired marquee and equipment that **you** are responsible for while it is at a location shown in **your** schedule unless it is insured elsewhere.

### 13. Event cancellation

**We** will pay up to £50,000 per **policy period** for expenditure which cannot be recovered following the unavoidable cancellation of a personal non-profit making social gathering due to a sudden or accidental event beyond **your** control which is due to take place at **your residence**.

### 14. Construction materials

If **we** are informed that building works are to take place at **your residence**, **we** will cover materials and supplies up to 10% of the **home** sum insured owned by **you** at each **residence** shown on the schedule for use in the repair, alteration, construction, or improvement of **your residence** unless stated otherwise or an exclusion applies.

These payments do not increase the amount of **your** cover for **your home** or **other permanent structures**.

### 15. Water detection installation

**We** will pay up to £5,000 for **you** to install a water leak detector system following a covered water damage loss over £7,500 caused by a leak or break in a plumbing, heating or air conditioning system at **your residence**. This cover only applies if the **residence** has not previously had a water leak detector system installed.

**Your** excess does not apply to this cover.

## PART III – HOME AND CONTENTS

### 16. **Business equipment** and stock

**We** will pay up to £100,000 in total for a covered loss to **business equipment** at a **residence** listed on the schedule and up to £20,000 in total for a covered loss to stock **you** own or lease at a **residence** listed on the schedule.

### 17. Data replacement

**We** will pay up to £5,000 in total for the retrieval or replacement of lost personal or **business** data as a result of a covered loss to a personal computer, portable computing device, digital audio and/or visual device or software that **you** own or lease.

### 18. Disability costs

**We** will pay up to £25,000 in total for alterations to **your home** to allow **you** or a **family member** to live unassisted following an accident, injury or illness, resulting in the a **loss of limb, loss of sight** or **loss of hearing**, which occurs during the **policy period**.

These payments do not increase the amount of **your** cover, and only apply in excess of any other insurance cover in force.

### 19. Security upgrade

**We** will pay up to £15,000 to upgrade the security systems including alarms and locks following an **aggravated burglary occurrence** at **your home** that results in a valid claim under this policy.

### 20. Emergency access to the **residence**

**We** will pay up to £2,500 in total for loss or damage as a direct result of forcible entry to the **residence** to attend a medical emergency.

### 21. Emergency preventative measures

**We** will pay up to £5,000 for costs incurred by **you** in taking temporary measures which are reasonable to avoid or mitigate a potential claim caused by storm or flood.

### 22. Emergency precautionary repairs

After a loss covered by this policy, **we** will pay the emergency expenses **you** incur for necessary repairs to protect **your residence** against further loss.

These payments do not increase the amount of **your** cover.

### 23. Fatal injury

**We** will pay up to £50,000 in total for fatal injury by fire, lightning, **aircraft**, explosion or physical assault to **you** at the **residence**, should **you** die within twelve months of the event. The event must be the sole or predominant attributable cause of death.

### 24. Arson reward

**We** will pay up to £5,000 for information leading to an arson conviction in connection with a fire loss to property covered by this policy.

The £5,000 limit is the most **we** will pay, regardless of the number of persons providing information.

### 25. Trespass protection

**We** will pay up to £50,000 to dispose of rubbish, litter or debris left by unlawful trespassing or flytipping at **your residence**.

### 26. Forced evacuation

If **you** are denied access to **your residence** by the police or public authority as a direct result of a loss or a reasonable threat of a loss that would be covered by this policy, **we** will reimburse **you** for the reasonable increase in **your** living expenses necessary to maintain **your** household's normal standard of living for up to thirty (30) days. **We** also cover any loss of rent for up to thirty (30) days if **your residence** is rented to others.

## PART III – HOME AND CONTENTS

**We** do not cover any loss of rents due to termination of a lease or agreement.

### 27. Garden and landscaping

**We** will pay up to 10% of the sum insured for **your home** or, if the **home** is not covered, 10% of the sum insured for the **contents** at the **residence** at which the covered loss occurs to **your** garden or **landscaping**, but no more than £2,500 for any one tree, shrub or plant.

**We** will pay only for losses caused by:

- a. **aircraft**;
- b. fire, lightning or explosion;
- c. riot or civil commotion;
- d. earthquake;
- e. a vehicle not owned or operated by someone who lives at the **residence**; or
- f. theft, attempted theft, vandalism or malicious acts.

### 28. Garden and landscaping machinery or equipment

**We** will pay the **market value**, up to a maximum of £50,000 for any one item in respect of loss or damage to garden and **landscaping** machinery or equipment.

### 29. Land

In the event of a covered loss to **your home** or **other permanent structures** **we** will pay for required stabilisation, excavation, or replacement of land under or around **your home** or **other permanent structures**.

**We** will pay up to 10% of the amount of a covered loss to **your home** or **other permanent structures** for this cover.

### 30. Assessments

**We** will pay up to £50,000 per **occurrence** for **your** share of an assessment charged during the **policy period** to all the members of **your** tenants' association. The assessment must be as a result of a covered loss to property or as a result of liability that would be covered under this policy. **We** will not pay more than £1,000 for any assessment that results from an excess in **your** tenants' association's insurance.

**Your** excess does not apply to this cover.

### 31. Removal of nests

**We** will pay up to £2,500 for the removal of wasp, bee, mouse, rat or cockroach nests from **your** main dwelling.

### 32. Loss of rent

If **you** are not able to rent out **your residence**, or a part of **your residence**, that **you** usually rent to others, because of a loss covered by this policy, **we** will pay the rent **you** would have received including ground rent for the reasonable amount of time necessary to restore **your residence**, or that part of **your residence**, to a habitable condition.

**We** do not cover any loss of rents due to termination of a lease or agreement.

### 33. Sale of **your residence**

If **you** enter into a contract to sell any **residence** shown in the schedule, **we** will cover that **residence**, at the same terms and conditions, for the buyer from the time **you** exchange contracts (or in Scotland the offer to purchase) until completion of the sale. **We** will only do this if:

- a. the **home** is not insured by, or does not have the benefit of, any other insurance;
- b. the **home** is not **unoccupied**; and
- c. the policy remains in force.

## PART III – HOME AND CONTENTS

### 34. Memorial plaques and stones

**We** will pay up to £7,500 for loss or damage to a plaque or stone in memorial of a **relative**.

### 35. Food spoilage

**We** cover loss of food caused by spoilage due to a temperature change in a refrigerator or freezer caused by an interruption of the power supply, or due to the mechanical breakdown of refrigeration equipment at any **residence you** live at or own.

These payments do not increase the sum insured for **contents**.

### 36. Damage caused by domestic pets

**We** will pay up to £5,000 per **policy period** for damage caused by domestic pets due to chewing, scratching, tearing or fouling. **You** are liable to pay any relevant excess shown on **your** schedule per individual **occurrence**.

### 37. Student Fees

**We** will pay up to a maximum of £25,000 per **occurrence** in respect of the reimbursement of non-refundable tuition fees, examination fees and/or accommodation fees that **you** have paid or are legally obliged to pay if the **family member** attending the course is forced to cancel or curtail as a result of them being;

- a. fatally injured; or
- b. advised by a doctor or mental health professional not to attend the course due to their diagnosis of a sudden and unforeseen accident or long term illness.

## D. EXCLUSIONS

The following exclusions apply to Part III – Home And Contents section of **your** policy:

### 1. Aircraft

**We** do not cover any loss or damage to **aircraft** or **aircraft** parts.

### 2. Business property

**We** do not cover any loss or damage to **business** property unless it is **business equipment** and stock covered as an Additional Cover under Part III, Section C of this policy.

### 3. Confiscation

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

### 4. Dishonest acts

**We** do not cover any loss or damage caused by any dishonest or criminal act by, or at the direction of, **you** or a **family member**.

### 5. Existing damage

**We** do not cover any loss or damage which occurred prior to the **policy period**.

### 6. Erosion

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

## PART III – HOME AND CONTENTS

### 7. Faulty, inadequate or defective planning

**We** do not cover any loss or damage caused by faulty, inadequate or defective:

- a. planning, development, surveying, siting;
- b. design, specifications, workmanship, repair, construction, renovation, remodelling, grading, compaction;
- c. materials used in repair, construction, renovation or remodelling; or
- d. maintenance of part or all of any property whether on or away from the **residence**.

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

### 8. Freezing water

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

### 9. Frost

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

### 10. Goods and Services

**We** do not cover loss caused by **you** not receiving goods and services **you** have paid for.

### 11. Gradual operating causes or deterioration, breakdown, wear and tear

**We** do not cover any loss or damage caused by gradually operating causes such as wear and tear, deterioration, inherent vice, latent defect, mechanical or electrical breakdown, warping or shrinkage, rust or other corrosion, wet or dry rot, aridity, dampness or temperature extremes.

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

### 12. Intentional acts

**We** do not cover any loss or damage deliberately caused by **you** or a **family member**.

### 13. Loss by rodents, insects or vermin

**We** do not cover any loss or damage caused by rodents, insects or vermin (squirrels excepted).

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

### 14. Loss or damage to animals, birds or fish

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

### 15. Misappropriation

**We** do not cover any loss or damage caused by the taking or other misappropriation of **contents** from **you** or a **family member** by **you** or a **family member**.

### 16. Motorised land vehicles

**We** do not cover any loss or damage to motorised land vehicles.

However, this exclusion does not apply to loss or damage to vehicles not subject to motor vehicle registration which are:

- a. used to service any **residence you** own or live at;
- b. designed to assist the disabled; or
- c. designed for recreational use off public roads.

## PART III – HOME AND CONTENTS

### 17. Mould

**We** do not cover any loss or damage caused by the presence of **mould**, however caused, or any loss or damage caused by **mould**.

However, this exclusion does not apply to loss or damage caused by the presence of **mould** resulting from fire or lightning unless another exclusion applies.

### 18. Nuclear hazard

**We** do not cover any loss or damage caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

However, this exclusion does not apply to ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

### 19. Pollution or contamination

**We** do not cover any loss or damage, directly or indirectly, and regardless of any cause or event contributing concurrently or in any sequence to the loss, caused by the discharge, dispersal, seepage, migration or release or escape of **pollutants**.

**We** do not cover the cost to extract **pollutants** from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

However, this exclusion does not apply to loss or damage caused by the escape of oil from any fixed domestic heating installation.

### 20. Radioactive, chemical or biological contamination

**We** do not cover any loss or damage, directly or indirectly caused by:

- a. radioactivity or ionising radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. the use of a chemical or biological weapon.

### 21. Renovations and repairs

**We** do not cover loss or damage caused by renovating, refinishing, cleaning or repairing any kind of **contents**.

### 22. Subsidence, heave or landslip

**We** do not cover any loss or damage to land, patios, terraces, swimming pools, ponds, water features, tennis courts, footpaths, pavements, driveways, bridges, retaining walls, boundary walls, garden walls, domestic fixed fuel tanks, fences or gates caused by subsidence, heave or landslip unless the main dwelling also sustains a covered loss or damage at the same time by the same event.

**We** also do not cover any loss or damage caused by the movement of solid floor slabs unless the foundations beneath the exterior walls of **your home** are also damaged at the same time by the same event.

### 23. Structural movement

**We** do not cover any loss or damage caused by bulging, expansion, shrinking or settling, including resultant cracking, of foundation, floors, walls, patios, pavements, ceilings or roofs unless caused by subsidence, heave or landslip.

### 24. Temperature or dampness

**We** do not cover any loss or damage caused by extremes of temperature, dampness or dryness of atmosphere, or water vapour to **your home, other permanent structures** or **contents**.

However, this exclusion does not apply to loss or damage caused directly by rain, sleet, snow or hail.

## PART III – HOME AND CONTENTS

### 25. Tenant's property

**We** do not cover any loss or damage to property of lodgers, boarders, or other tenants.

### 26. Terrorism

**We** do not cover loss caused by an act of **terrorism** when directly or indirectly involving the utilisation of a biological, chemical or nuclear weapon.

### 27. Unsuitable transportation and packing

**We** do not cover any loss or damage to any item during transit, which is not suitably packed and secured relative to its value and the method of transportation.

### 28. War or similar risks

**We** do not cover any loss or damage, directly or indirectly caused by any war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

### 29. Watercraft

**We** do not cover any **watercraft** other than those described under Section B Payment of Loss No. 5. Special Limits of Liability. In addition, **we** do not cover any loss or damage caused by the stranding, swamping or sinking of a covered **watercraft**, its trailer or outboard engine.

**We** also do not cover any loss caused by collision of a covered **watercraft** other than collision with a land vehicle unless another exclusion applies.

### 30. Wind or storm

**We** do not cover any loss or damage to any fence, gate, bridge, pier, wharf or deck caused by wind or storm. However, this exclusion does not apply to loss or damage to any fence, gate, bridge, pier, wharf or deck caused by falling trees.

### 31. Cyber exclusion

In no case shall **we** cover loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.



# PART IV – COLLECTIONS

## A. BASIS OF COVER

This part of **your** policy covers **you** against all risks of direct physical loss or damage to **collections** anywhere in the world unless stated otherwise in the policy or an exclusion applies. The sum insured for each category of **collections**, and for each scheduled item, is shown in **your** schedule.

## B. PAYMENT OF A LOSS

### 1. Payment for specified items and unspecified items

#### a. Specified items

##### i. Total loss

For a covered loss to an item listed in **your** schedule of items, **we** shall pay the sum insured for that item if it is lost or damaged beyond repair.

##### ii. Partial loss

If only part of the specified item is lost or damaged, **we** shall pay either the amount to restore the item to its condition immediately before the loss or to make up the difference between its **market value** before and after the loss. If after the restoration the **market value** of the item is less than its **market value** immediately before the loss, **we** shall pay the difference. In no event shall payment exceed the sum insured for that item.

#### b. Unspecified items

**We** shall pay the amount required to restore or replace the property, whichever is less, without deduction for depreciation, for a covered loss to **collections** with unspecified cover as shown in the schedule. If after the restoration the **market value** of the item is less than its **market value** immediately prior to the loss, **we** shall pay the difference. **We** will not pay more than the single article limit as shown in **your** schedule.

### 2. Payment for a pair or set

For a covered loss to a pair or set, **you** may elect to:

- a. repair or replace any part to restore the pair or set to its value before the loss;
- b. be paid the difference between **market value** of the item(s) before and after the loss; or
- c. be paid the sum insured if specified, or the **market value** if unspecified, of the entire pair or set when **you** surrender to **us** the undamaged item(s) of the pair or set.

In no event shall payment exceed the sum insured for that pair or set or the unspecified single article limit as shown in **your** schedule.

### 3. How **your** excess applies

The excess shown on the schedule is the amount of a covered loss **you** will pay for each **occurrence**.

For certain categories an excess may apply. This will be shown on **your** schedule for each category to which it applies, however the excess shown on **your** schedule will not apply in the event of a covered loss greater than £15,000 per **occurrence**.

## C. ADDITIONAL COVERS

These covers are offered in addition to the sum insured shown on **your** schedule unless stated otherwise.

**Your** excess applies to these covers unless stated otherwise.

### 1. Defective title

**We** will pay the amount **you** have paid to purchase an item which **you** are subsequently required by law to relinquish possession of due to:

## PART IV – COLLECTIONS

- a. unforeseen discovery of the vendor's defective or lack of title to the purchased item by **you**; or
- b. any charge or encumbrance placed on the item, prior to the purchase by **you**, of which **you** were not aware.

**We** will also pay legal costs incurred by **you**, with **our** prior consent, in defending an action brought against **you** in respect of any defective title or lack of title claim.

**We** will only cover a loss if both the purchase and any relevant claim are made during the **policy period**.

The most **we** will pay is £25,000 or 5% of the **collections** sum insured as shown in the policy schedule, whichever is the lower amount.

**We** will only cover a loss resulting from a purchase made by **you** from an auctioneer or dealer who is a member of at least one of the following:

- i. British Antique Dealers Association;
- ii. London and Provincial Antique Dealers Association;
- iii. Royal Institution of Chartered Surveyors Arts and Antiques Faculty;
- iv. The Society of London Art Dealers;
- v. Association of Regional Valuers and Auctioneers;
- vi. Society of Fine Art Auctioneers; or
- vii. any other vendor agreed by **us** in writing prior to the purchase.

### 2. Death of artist

**We** will pay up to 200% of the insured value of any specified **fine art** item, up to a maximum of £150,000 within the immediate 12 months following the death of the artist provided that **you** can produce a purchase receipt or an independent professional valuation no more than 3 years old at the time of loss or damage.

### 3. Items on Loan

**We** will pay up to a maximum of £150,000 per **occurrence** for **collections** that are loaned to **you** up to a maximum of fourteen days from the commencement of the loan provided that **you** already have a sum insured shown on **your** schedule in the category that the item would be insured under.

### 4. Newly acquired items

**We** cover **your** newly acquired **collections** provided **you** already have a sum insured shown on **your** schedule in the category that the newly acquired item(s) would be insured under. The most **we** will pay is 25% of the sum insured for the category as shown in the schedule for a covered loss. For appropriate cover under this policy, **you** must request cover for all newly acquired items(s) within the first 90 days after **your** acquisition, and pay any additional premium from the date acquired. **We** reserve the right not to insure the newly acquired items(s) once 90 days after the acquisition of such items have elapsed.

### 5. Market appreciation

#### a. Total loss

In the event of a total loss to a specified item, **we** will pay the amount of specified cover for that item. However, if the **market value** of the specified item immediately before the loss exceeds the amount of specified cover for that item **we** will pay its **market value** up to 200% of the amount scheduled.

**We** will only pay this where **you** have had a valuation of the specified item carried out within the last 36 months for an item of **Fine Art** or 24 months for all other **collections**. The maximum **we** will pay in any one loss is 200% of the amount scheduled for the individual item or the total sum insured of specified items for each class of **collections** as listed on the schedule, whichever is less.

## PART IV – COLLECTIONS

### b. Partial loss

If only part of the scheduled item is lost or damaged, **we** shall pay the lesser of:

- i. The full amount to restore the item to its condition immediately before the loss; or
- ii. The amount of scheduled cover for that item.

However, if the **market value** of the scheduled item immediately before the loss exceeds the amount of scheduled cover for that item or the **market value** of the item after restoration, **we** will pay its **market value**, up to 200% of the amount scheduled. The most **we** will pay in any one loss is the policy limit per class.

**We** will only pay this where **you** have had a valuation of the specified item carried out within the last 36 months for an item of **Fine Art** or 24 months for all other **collections**.

### 6. Jewellery in the bank

**We** will pay for loss or damage to specified **jewellery** described in the schedule as **Jewellery in Bank** whilst temporarily removed from the bank for a maximum of 30 days during any one **policy period**.

The most **we** will pay for **jewellery** temporarily removed from the bank is £100,000.

### 7. Damage caused by domestic pets

**We** will pay up to £5,000 per **policy period** for damage caused by domestic pets due to chewing, scratching, tearing or fouling. **You** are liable to pay any relevant excess shown on **your** schedule per individual **occurrence**.

## D. EXCLUSIONS

The following exclusions apply to Part IV – **Collections** section of **your** policy:

### 1. Confiscation

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

### 2. Dishonest acts

**We** do not cover any loss or damage caused by any dishonest or criminal act by, or at the direction of, **you** or a **family member**.

### 3. Existing damage

**We** do not cover any loss or damage which occurred prior to the **policy period**.

### 4. Gradual operating causes or deterioration, breakdown, wear and tear

**We** do not cover any loss or damage caused by gradually operating causes such as wear and tear, deterioration, inherent vice, latent defect, mechanical or electrical breakdown, warping or shrinkage, rust or other corrosion, wet or dry rot, aridity, dampness or temperature extremes.

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

### 5. Loss by rodents, insects or vermin

**We** do not cover any loss or damage caused by rodents, insects or vermin (squirrels excepted).

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

### 6. Jewellery in the safe

**We** do not cover any loss to specified **jewellery** described in the schedule as **Jewellery in Safe** while these items are out of a locked safe or locked strong room located within the **residence**, unless **we** agree in advance that **we** will cover them.

### 7. Intentional acts

**We** do not cover any loss or damage deliberately caused by **you** or a **family member**.

## PART IV – COLLECTIONS

### 8. Misappropriation

**We** do not cover any loss or damage caused by the taking or other misappropriation of **collections** from **you** or a **family member** by **you** or a **family member**.

### 9. Mould

**We** do not cover any loss or damage caused by the presence of **mould**, however caused, or any loss or damage caused by **mould**.

However, this exclusion does not apply to loss or damage caused by the presence of **mould** resulting from fire or lightning unless another exclusion applies.

### 10. Nuclear hazard

**We** do not cover any loss or damage caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

However, this exclusion does not apply to ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

### 11. Radioactive, chemical or biological contamination

**We** do not cover any loss or damage, directly or indirectly caused by:

- a. radioactivity or ionising radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. the use of a chemical or biological weapon.

### 12. Repair and restoration

**We** do not cover any loss or damage to **collections** caused by or resulting from repair, restoration or retouching commissioned by **you**.

### 13. Stamps and coins

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

- a. fading, creasing, handling, denting, scratching, tearing, thinning, colour transfer, aridity, dampness, or extreme temperature; or
- b. handling or being worked on.

### 14. Unsuitable transportation and packing

**We** do not cover any loss or damage to any item during transit, which is not suitably packed and secured relative to its value and the method of transportation.

### 15. Use

**We** do not cover loss or damage to any **collections**:

- a. held or used for any trade, **business** or profession
- b. caused during use other than as part of a **collection**

## PART IV – COLLECTIONS

### 16. War or similar risks

**We** do not cover any loss or damage, directly or indirectly caused by any war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

### 17. Cyber exclusion

In no case shall **we** cover loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

## PART V – LIABILITY

### A. BASIS OF COVER

We will pay **damages** an **insured person** is legally obligated to pay for **personal injury** or **property damage** caused by an **occurrence** covered by this policy anywhere in the world, unless stated otherwise or an exclusion applies.

### B. PAYMENT OF A LOSS

The most **we** will pay for all claims for **personal injury** and **property damage** as a result of any one **occurrence** is the liability sum insured shown in **your** schedule. This insurance applies separately to each **insured person** against whom a claim is made or lawsuit is brought, but **we** will not pay more than the limit shown in **your** schedule for any single **occurrence** regardless of the number of **insured persons**, claims made or persons injured.

Payments under Section C. Defence Cover, except any settlement payment, are in addition to the liability sum insured shown in **your** schedule.

### C. DEFENCE COVER

We will pay the legal defence costs and legal expenses incurred by an **insured person** with **our** prior written consent. In jurisdictions where **we** may be prevented from defending an **insured person** for a covered loss because of local laws or other reasons, **we** will pay only those legal defence expenses incurred with **our** prior written consent for the **insured person's** defence.

**Our** duty to pay the defence costs and legal expenses of any claim or suit arising out of a single **occurrence** ends when the amount **we** have paid in **damages** for that **occurrence** equals the liability cover limit shown on the schedule of this policy.

### D. ADDITIONAL COVERS

In addition to **damages** and legal defence costs, **we** also provide related covers. These payments are in addition to the sum insured for **damages** and legal defence costs unless stated otherwise or an exclusion applies.

#### 1. Credit cards, forgery, and counterfeiting

We will pay up to a total of £50,000 for:

- a. any amount **you** or a **family member** are legally obligated to pay resulting from:
  - i. theft or loss of a bank card or credit card issued in **your** or a **family members** name; or
  - ii. loss caused by forgery or alteration of any cheque or negotiable document.

A loss will not be covered unless all the terms for using the card, cheque or negotiable document are complied with.

- b. loss caused by accepting in good faith any counterfeit paper currency.

These payments are in excess of any other insurance cover in force.

#### 2. Defective premises act liability

We will cover **damages you** are legally liable to pay under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 or the comparable enacting legislation in Scotland, in connection with any **home** which **you** have previously owned or occupied provided that at the time of the incident giving rise to liability **you** had disposed of all legal title to and interest in that **home**, and no other insurance covers the liability.

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

#### 3. Employer's liability

We will pay **damages you** are legally obliged to pay to **domestic employees** for injury or illness arising from an accident. The accident must arise from **domestic duties** the **domestic employee** undertakes whilst in **your** employment at a **residence** listed on **your** schedule or while on a temporary trips with **you** to another location.

## PART V – LIABILITY

**We** will not cover **damages you** are legally obliged to pay for **domestic employees** who have been in the United States of America or Canada for more than 90 days in total during the **policy period**.

**We** may pay defence costs and legal expenses incurred by **you** with **our** prior written consent. The most **we** will pay is the domestic employers liability cover limit shown in **your** schedule.

### 4. Identity fraud

**We** will pay up to £50,000 in total for an **insured person's identity fraud** expenses for each **identity fraud occurrence** during the **policy period**.

**Identity fraud** expenses:

- a. costs for notarising fraud affidavits (written statements sworn on oath) or similar documents for financial institutions or similar credit grantors or credit agencies that have required that such affidavits be notarised;
- b. costs for registered mail to police, credit agencies, financial institutions or similar credit grantors;
- c. lost wages as a result of time taken off from work to meet with, or talk to, police, credit agencies and/or legal counsel or to complete fraud affidavits, up to a maximum payment of £300 per week for a maximum period of four weeks;
- d. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;
- e. reasonable legal fees incurred, with **our** prior consent, for:
  - i. defence of lawsuits brought against the **insured person** by merchants or their collection agencies;
  - ii. the removal of any criminal or civil judgements wrongly entered against a **insured person**; and
  - iii. challenging the accuracy or completeness of any information in a consumer credit report.
- f. charges incurred for long distance telephone calls to merchants, police, financial institutions or similar credit grantors or credit agencies to report or discuss an actual **identity fraud**.

At **your** option:

- a. **we** will pay the cost to implement a fraud resolution plan to resolve civil or criminal judgements wrongly entered against **you** or an **insured person** and remove all fraudulent entries from **your** credit report. **You** may choose an identity theft restoration service from a panel of firms selected by **us**. If a service is not available in **your** area, **we** reserve the right to select the identity theft restoration service; or
- b. **we** will reimburse **you** for **identity fraud** expenses incurred as the direct result of each **identity fraud occurrence**.

**We** do not cover:

- a. loss arising out of **business** pursuits of any **insured person**;
- b. expenses incurred due to any fraudulent, dishonest or criminal act by an **insured person** or any person acting in concert with a **insured person**, or by any authorised representative of a **insured person** whether acting alone or in collusion with others; or
- c. loss other than expenses.

This cover does not apply to loss or damage covered under Section D, Additional Covers, no 1. Credit cards, forgery and counterfeiting.

These payments are in excess of any other insurance cover in force.

### 5. Sponsorship cover

**We** will pay up to £2,000 to **your** chosen registered charity if **you** or a **family member** is unable to participate in a related sponsored event as scheduled due to unforeseen illness or injury which is confirmed to **us** in writing by a doctor. **Your** excess does not apply to this cover.

## PART V – LIABILITY

### 6. Golf exposures

**We** provide cover for **you** or a **family member** for the following additional expenses incurred whilst playing golf or participating in activities at a golf club unless otherwise stated or an exclusion applies.

This cover applies worldwide.

#### a. Third party damage

**We** cover all **property damage** caused by an **insured person** to property owned by others, irrespective of legal liability.

#### b. Personal accident

In the event that **you** or a **family member** suffers **bodily injury** whilst playing golf, which results in death, or **loss of limb(s)** or **loss of sight**, **we** will pay **you** or a **family member** £10,000. In the event of a death, this benefit will be paid to the estate. **We** will not pay more than £10,000 for any one **occurrence** and the death or **loss of limb(s)** or **loss of sight** must occur within twelve (12) months of the date of the **occurrence**.

#### c. Hole in one

**We** will pay up to £1,000 for expenses incurred as a result of a 'hole-in-one' achieved by **you** or a **family member** during an official competition round. Official certification from **your** club or the competition secretary must be submitted as proof in the event of a claim.

### 7. Hired or borrowed **motor** car

**We** provide cover for **you** or a **family member** for the following **damages** resulting from the use of a hired or borrowed **motor** car in the United States or Canada unless otherwise stated or an exclusion applies. The rental or loan on the **motor** car may not exceed 60 days.

Subject to any sub-limits, **we** will not pay more than £1,000,000 for all **damages** caused by any one **occurrence** of:

#### a. Third party liability

**We** cover **damages** an **insured person** is legally obligated to pay for **bodily injury** or **property damage** caused by an **occurrence** during the **policy period** resulting from an **insured person's** use of a rented or borrowed **motor** car in the United States or Canada. This does not apply to physical damage to the hired or borrowed **motor** car.

#### b. Physical damage to a hired or borrowed **motor** car

**We** cover **damages** an **insured person** is legally obligated to pay for physical damage caused by an **occurrence** during the **policy period** resulting from an **insured person's** use of a rented or borrowed **motor** car in the United States or Canada.

#### c. Uninsured and underinsured motorist

**We** cover up to £30,000 for **damages** an **insured person** is legally obligated to receive for **bodily injury** from the operator or owner of an uninsured or underinsured **motor** car caused by an **occurrence** during the **policy period** in the United States or Canada.

An uninsured or underinsured **motor** car – a motorised land vehicle that:

- i. does not have an applicable **bodily injury** liability insurance policy or bond;
- ii. has an applicable **bodily injury** liability insurance policy or bond that is less than the minimum specified by the applicable law in the US or Canada where the **occurrence** arose;
- iii. is a hit and run vehicle whose operator cannot be identified; or
- iv. has an applicable **bodily injury** liability insurance policy or bond but the issuing or insuring company denies cover or becomes insolvent.



## PART V – LIABILITY

To the extent that the **insured person** is required by law to have any other compulsory insurance cover in order to legally operate a hired or borrowed **motor** car in the United States or Canada, this cover will include the minimum additional cover as required by law.

The hired or borrowed **motor** car cover payments are in excess of any other insurance cover in force.

### 8. Reversal of **damages**

**We** will pay up to the liability limit shown in **your** schedule for **damages** and assessed costs which have been awarded to **you** or a **family member** but which have not been paid within 3 months of the date of the award for;

- a. accidental **bodily injury**; or
- b. accidental loss or damage to property

Provided that:

- i. the **damages** awarded were not in respect of an incident arising out of **your** profession, occupation or **business**;
- ii. **you** would have been covered by this policy if **you** were in the position of the person **you** are claiming **damages** against; and
- iii. there is no appeal in progress.

This cover only applies if the **damages** are awarded by a court in the European Union.

### E. EXCLUSIONS

This policy does not provide cover for liability, defence costs or any other cost or expense for:

#### 1. Aircraft

**Personal injury** or **property damage** arising out of the ownership, maintenance, use, loading, unloading, or towing of any **aircraft** or the use of unmanned drones that are guided remotely.

#### 2. Business pursuits

**Personal injury** or **property damage** arising out of an **insured person's business** pursuits, investment activity or any activity intended to generate a profit.

However, this exclusion does not apply to:

- a. voluntary work for an organised and registered charitable, religious or community group; or
- b. **incidental business** activity.

#### 3. Care, custody or control

**Property damage** to property owned by, or in the custody, care or control of, an **insured person**.

#### 4. Contractual liability

**Personal injury** or **property damage** arising from contracts or agreements, whether written or unwritten, unless liability would have existed without the contract or agreement.

#### 5. Dangerous dogs

**We** do not cover any loss or damage for which an **insured person** may be held liable in relation to a dog defined as 'dangerous' under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) order 1991 and any amending legislation.

## PART V – LIABILITY

### 6. Directors' errors or omissions

**Personal injury** or **property damage** arising out of any **insured person's** acts, errors or omissions as an officer or member of the board of directors of any corporation or organisation. This exclusion does not apply to **bodily injury** or **property damage** arising out of an **insured person's** actions for a non-profit making corporation or organisation unless another exclusion applies.

### 7. Discrimination

**Personal injury** arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, disability, sexual preference or any other discrimination.

### 8. Financial guarantee

**We** do not cover any **home** used as an **insured person's** guarantee of financial performance of any organisation, **insured person** or other individual.

### 9. Intentional acts

**Personal injury** or **property damage** resulting from any criminal, wilful, intentional or malicious act or omission by an **insured person**. **We** also will not cover claims for acts or omissions of an **insured person** which are intended to result in, or would be expected by a reasonable person to cause, **property damage** or **personal injury**. This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person, than expected or intended.

However, this exclusion does not apply to **bodily injury** if the **insured person** acted with reasonable force to protect any person or property.

### 10. Insured person

**Personal injury** to an **insured person** under this policy except under Part V – Liability – Section D – 6b.

### 11. Mould

**Personal injury** or **property damage** arising directly or indirectly, in whole or in part, out of the actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **mould**.

However, this exclusion does not apply to **personal injury** or **property damage** arising out of **mould** that is, is on, or is contained in, a good or product intended for consumption.

### 12. Motorised land vehicles

**Personal injury** or **property damage** arising out of the ownership, maintenance, use, loading or unloading of any motorised land vehicle. This exclusion does not apply to:

- a. golf buggies;
- b. quad bikes under 51cc and motorbikes under 51cc used within the grounds of a location listed on the schedule;
- c. garden equipment used for domestic purposes;
- d. a motorised land vehicle laid up at **your residence**; or
- e. a vehicle for use by a disabled person that does not require registration for the road; unless being used for or in connection with racing or time trials.

### 13. Nuclear hazard

**Personal injury** or **property damage** caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused.

### 14. Professional services

**Personal injury** or **property damage** arising out of an **insured person's** performing or failure to perform professional services for which any **insured person** is legally responsible or licensed.

## PART V – LIABILITY

### 15. Sexual molestation or corporal punishment

**Personal injury** arising out of any actual, alleged or threatened:

- a. sexual molestation, misconduct or harassment;
- b. corporal punishment; or
- c. sexual, physical or mental abuse.

### 16. Transmittable diseases

**Personal injury** resulting directly or indirectly from any illness, sickness or disease transmitted intentionally or unintentionally by an **insured person** to anyone. **We** do not cover any **damages** for any threat of exposure or any consequences resulting from that illness, sickness, or disease.

### 17. War

**Bodily injury** or **property damage** caused directly or indirectly by war, including the following and any consequence of the following:

- a. undeclared war, civil war, insurrection, rebellion, or revolution;
- b. warlike acts by a military force or military personnel; or
- c. the destruction, seizure or use of property for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

### 18. Watercraft

**Personal injury** or **property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of any **watercraft** that is twenty-six (26) feet or more in length or twenty five (25) or more horsepower and which is owned by **you** or a **family member** or lent or rented to **you** or a **family member** for longer than thirty (30) days.

### 19. Wind powered land vehicles

**Personal injury** or **property damage** arising out of the ownership, maintenance, use, loading or unloading of any wind powered land vehicle.

### 20. Wrongful termination

**Personal injury** arising out of wrongful termination of employment.

### 21. Liability in the United States of America and Canada

**We** will not cover **your** liability for accidents and events which happen in the United States of America or Canada if **you** have been in either of those countries for more than 90 days in total during the period of insurance.

### 22. Cyber exclusion

In no case shall **we** cover loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

## PART VI – ANNUAL TRAVEL

### A. SPECIAL DEFINITIONS

The definitions below apply only to Part VI Annual Travel, and where the same words are defined elsewhere in this policy, these special definitions apply.

**Business associate** – any employee whose level of responsibility in the **business** is such that if both **you** and they were absent from the **business** for a period of five full working days or more this would have a detrimental impact on the running of the **business**.

**Consultant** – a medical practitioner who either holds a substantive NHS consultant post or holds a current Certificate of Completion of Specialist Training (CC ST), or is on the Specialist Register held by the General Medical Council (GMC) and holds a specialist accreditation issued by the General Medical Council in accordance with European Community Medical Directives or an equivalent certification if practicing outside the territory.

**Doctor** – a registered medical practitioner who is not **you** or related to **you**, who is currently registered with the General Medical Council in the **United Kingdom** (or foreign equivalent) to practice medicine.

**Flood** – a general and temporary covering of water of two or more acres of normally dry land.

**Home – your** usual place of **residence** within the **United Kingdom**.

**Natural catastrophe** – volcanic eruption, **flood**, tsunami, earthquake, landslide, hurricane, tornado or wildfire.

**Parent** – a person with parental responsibility including a legal guardian acting in that capacity.

**Permanent total disablement** – the inability of an **insured person** to continue in any occupation for which they are fitted by way of training, education or employment which in all probability will continue for the rest of their life as determined by a **consultant**.

**Policy period** – the period of cover shown in **your** schedule. However, cover under section 1 (Cancelling **your trip**) starts at the time that **you** book the **trip** or the start date of **your** insurance cover arranged through **us**, whichever is later. Cover under all other sections starts when **you** leave **your home** address in the **United Kingdom** (but not more than 24 hours before the booked departure time) or from the start date of **your** insurance cover, whichever is the later.

**Relative – your** partner, a **parent**, brother, sister, son, daughter, (including adopted or fostered children), grandparent, grandchild, step-parent, stepchild, stepbrother, stepsister or next of kin of **you** or **your** partner.

**Trip** – a journey originating from the **United Kingdom** or a journey within the **United Kingdom** that includes a pre-booked flight or a minimum of 2 nights away from **home** in paid accommodation. Cover ends when **you** return to **your home** address in the **United Kingdom** (but not more than 24 hours after **your** return) or at the end of the period of insurance, whichever is earlier. Each **trip** must last no longer than 90 days. No cover is provided for one way **trips**. No cover is provided for **trips** made solely in connection with **your** business, trade or profession.

**United Kingdom** – England, Scotland, Wales, Northern Ireland, Channel Islands and the Isle of Man.

**War** – military action, either between nations or resulting from civil war or revolution.

**We, us, our, and ours** – American International Group UK Limited, as insurer, or, as the context requires for the purposes of the administration of this policy, Azur Underwriting Limited as agent of American International Group UK Limited.

**You, your** – the person or persons named on the schedule and any **relative** who permanently resides with **you** at **your home**. Each individual must be under 76 years of age (unless the individual is specifically named on the schedule as an additional over age **insured person** and **we** have received additional premium for them, then the individual must be under 80 years of age).

### B. BASIS OF COVER

#### 1. Health conditions

**We** will not cover any claim where the following apply:

- a. **you** have sought the advice of a **consultant** in the 12 months before **you** purchased this insurance or booked **your trip**, whichever is later, for a condition which is medically related to the one for which **you** are claiming.

## PART VI – ANNUAL TRAVEL

- b. **you** have been hospitalised as an inpatient in the 12 months before **you** purchased this insurance or booked **your trip**, whichever is later, for a condition which is medically related to the one for which **you** are claiming;
- c. **you** are travelling against the advice of a **doctor**;
- d. **you** are travelling with the purpose of receiving medical treatment abroad;
- e. **you** or any person on whom **your trip** depends on are undergoing or waiting for hospital investigation or treatment for any undiagnosed condition or set of symptoms; or
- f. **you** or any person upon whom **your trip** depends have been given a terminal prognosis.

### 2. Country restrictions

This policy will not cover any claims, loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Cuba, Iran, Syria, Sudan, North Korea or the Crimea region.

No cover is provided for claims arising as a direct result of a situation highlighted by the Foreign and Commonwealth Office where **you** have travelled to a specific country or to an area where, prior to **your trip** commencing, the Foreign and Commonwealth Office have advised against all (but essential) travel.

### 3. Residency restrictions

This policy offers coverage only to individuals ordinarily resident in the **United Kingdom** and is not available to non-residents of the **United Kingdom**.

## C. PAYMENT OF A LOSS

The following cover is provided for each **insured person**. It is important that **you** refer to the terms and conditions of the policy for full details of cover.

	<b>Benefit per person</b>	<b>Maximum sum insured</b>
<b>1</b>	Cancelling <b>your trip</b>	£10,000*
<b>2</b>	Cutting <b>your trip</b> short	£20,000*
<b>3</b>	Medical and other expenses	£20,000,000*
<b>4</b>	Missed departure	£1,000
<b>5</b>	Travel Delay <ul style="list-style-type: none"> <li>• delay over 4 hours</li> <li>• delay between 12 and 24 hours</li> <li>• delay in excess of 24 hours</li> <li>• abandoning <b>your trip</b></li> </ul>	£75 £125 £200 £20,000*
<b>6</b>	Delayed baggage	£300
<b>7</b>	Passport and travel documents	£1,000
<b>8</b>	Personal accident: <ul style="list-style-type: none"> <li>• <b>loss of limb</b></li> <li>• <b>loss of sight</b></li> <li>• permanent total disablement</li> <li>• death benefit (aged 18 to 64)</li> <li>• death benefit (aged under 18 or over 64)</li> </ul>	£50,000 £50,000 £50,000 £50,000 £5,000
<b>9</b>	Legal expenses	£50,000*
<b>10</b>	Disaster	£1,000
<b>11</b>	Piste closure	£200
<b>12</b>	Avalanche cover	£200
<b>13</b>	Skis and ski equipment	£500
<b>14</b>	Ski hire	£750
<b>15</b>	Unused ski pack	£500

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<b>16</b>	Golfers extension cover (outside <b>United Kingdom</b> ) Green fees Golf equipment	£500 £1,000
<b>17</b>	<b>Natural Catastrophe</b> cover <ul style="list-style-type: none"> <li>• cancellation</li> <li>• additional expenses if <b>you</b> are stranded at <b>your</b> point of departure in the <b>United Kingdom</b></li> <li>• additional costs to reach <b>your</b> destination</li> <li>• additional expenses if <b>you</b> are stranded on an international connection – £150 per 24 hours of delay, up to</li> <li>• additional expenses if <b>you</b> are stranded on <b>your</b> return journey <b>home</b> – £150 per 24 hours of delay, up to</li> <li>• additional travel expenses to get <b>you home</b></li> <li>• additional car parking costs – £50 per 24 hours of delay, up to</li> <li>• additional kennel or cattery fees – £50 per 24 hours of delay, up to</li> </ul>	£20,000* £100 £200 £750 £750 £2,000* £250 £250

\* All marked sections shall have an excess of £250 per **insured person**, per claim deducted from any valid claims settlement. However a maximum excess of £500 shall be applied per **occurrence**.

### 1. Cancelling **your trip**

What **you** are covered for

**We** will pay up to £10,000 for:

- a. travel and accommodation expenses which **you** have paid or have agreed to pay under a contract and which **you** cannot get back;
- b. the cost of excursions, tours and activities which **you** have paid for and which **you** cannot get back; and
- c. the cost of visas which **you** have paid for and which **you** cannot get back.

**We** will provide this cover if the cancellation of **your trip** is necessary and unavoidable as a result of the following:

- a. **you** dying, becoming seriously ill or being injured;
- b. the death, serious illness or injury of a **relative**, close **business associate**, a person **you** have booked to travel with or a **relative** or friend living abroad who **you** had planned to stay with. The incident giving rise to the claim must have been unexpected and not something **you** were aware of when **you** took out this insurance;
- c. **you** being made redundant, as long as **you** had been working at **your** current place of employment for a minimum continuous period of two years, and that at the time of booking the **trip** or the date **you** purchased this insurance cover, whichever is earlier, **you** had no reason to believe that **you** would be made redundant. This cover would not apply if **you** are self-employed or accept voluntary redundancy;
- d. **you** or a person who **you** have booked to travel with being called for jury service (and **your** request to postpone **your** service has been rejected) or attending court as a witness (but not as an expert witness);
- e. an accident to the vehicle in which **you** were planning to travel which happens within seven days before the date **you** planned to depart which leaves the vehicle unusable (this only applies to self drive holidays);
- f. if the police or relevant authority needs **you** to stay in the **United Kingdom** after a fire, storm, **flood**, burglary or vandalism to **your home** or place of **business** within seven days before **you** planned to leave on **your trip**;
- g. if **you** are a member of the armed forces or police, fire, nursing or ambulance services which results in **you** having to stay in the **United Kingdom** due to an unforeseen emergency or if **you** are posted overseas unexpectedly;
- h. if after the time **you** booked **your trip** the Foreign and Commonwealth Office advises against all (but essential) travel to **your** intended destination;

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- i. if **you** international departure from the **United Kingdom** by **aircraft**, sea vessel, coach or train is delayed for more than 24 hours due to poor weather conditions, a strike, industrial action or mechanical breakdown.

What **you** are not covered for under Part VI, Section C, 1

**We** will not pay for:

- a. the first £250 of each claim, per **insured person**;
- b. cancelling **your trip** because of a medical condition or an illness related to a medical condition which **you** knew about at the point of incepting or renewing the policy or at the time of booking the **trip**, whichever is later, and which could reasonably be expected to lead to a claim. This applies to **you**, a **relative**, **business associate** or a person who **you** are travelling with, and any person **you** were depending on for the **trip**;
- c. cancelling **your trip** because of a medical condition or an illness for which **you** have sought the advice of a **consultant** or required inpatient hospital treatment, in the 12 months preceding either the booking of **your trip** or purchase of this insurance whichever is later.
- d. **you** not wanting to travel;
- e. any extra costs resulting from **you** not telling the holiday company as soon as **you** know **you** have to cancel **your trip**;
- f. **you** being unable to travel due to **your** failure to obtain the passport or visa **you** need for the **trip**.
- g. airport taxes shown in the cost of **your** flights;
- h. costs which have been paid for on behalf of a person who has not taken out insurance cover with **us**; or
- i. any claim that results from a strike or industrial action which was public knowledge at the time of booking **your trip**.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

### 2. Cutting **your trip** short

What **you** are covered for

**We** will pay up to £20,000 for:

- a. travel and accommodation expenses which **you** have paid or have agreed to pay under a contract and which **you** cannot get back;
- b. the cost of excursions, tours and activities which **you** have paid for either before **you** left the **United Kingdom** or those paid for locally upon **your** arrival overseas and which **you** cannot get back; and
- c. reasonable additional travel costs to return back to the **United Kingdom** if it is necessary and unavoidable for **you** to cut short **your trip**.

**We** will provide this cover if the cutting short of **your trip** is necessary and unavoidable as a result of the following.

- a. **you** dying, becoming seriously ill or being injured;
- b. the death, serious illness or injury of a **relative**, close **business associate**, a person **you** are travelling with or a **relative** or friend living abroad who **you** are staying with;
- c. if the police or relevant authority need **you** to return **home** to the **United Kingdom** after a fire, storm, **flood**, burglary or vandalism to **your home** or place of **business**; or
- d. if **you** are a member of the armed forces or police, fire, nursing or ambulance services which results in **you** having to return **home** to the **United Kingdom** due to an unforeseen emergency or if **you** are posted overseas unexpectedly.

What **you** are not covered for under Part VI, Section C, 2

- a. the first £250 of each claim, per **insured person**;
- b. cutting short **your trip** because of a medical condition or an illness related to a medical condition which **you** knew about at the point of incepting or renewing the policy or at the time of booking the **trip**, whichever is later, and which

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- could reasonably be expected to lead to a claim. This applies to **you**, a **relative**, **business associate** or a person with whom **you** are travelling with, and any person **you** were depending on for the **trip**;
- c. cutting short **your trip** because of a medical condition or an illness for which **you** have sought the advice of a **consultant** or required inpatient hospital treatment, in the 12 months preceding either the booking of **your trip** or purchase of this insurance whichever is later;
  - d. any claims where the Medical Emergency Assistance Company has not been contacted and they have not authorised **your** early return back to the **United Kingdom**;
  - e. if **you** have to cut short **your trip** and **you** do not return to the **United Kingdom** we will only be liable for the equivalent costs which **you** would have incurred had **you** returned to the **United Kingdom**;
  - f. **you** being unable to continue with **your** travel due to **your** failure to obtain the passport or visa **you** need for the **trip**;
  - g. the cost of **your** intended return travel to the **United Kingdom** if **we** have paid additional travel costs for **you** to cut short **your trip**.
  - h. Cutting **your trip** short because of **you** not wanting to travel

Please note: **We** will calculate claims for cutting short **your trip** from the day **you** return to the **United Kingdom** or the day **you** go into hospital as an inpatient. **Your** claim will be based solely on the number of complete days **you** have not used.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

### 3. Medical and other expenses

Please note: If **you** are admitted into hospital as an inpatient for more than 24 hours someone must contact the Medical Emergency Assistance Company on **your** behalf immediately.

What **you** are covered for

**We** will pay up to £20,000,000 for the necessary and reasonable costs as a result of **you** becoming ill, being injured or dying during **your trip**. This includes:

- a. emergency medical, surgical and hospital treatment and ambulance costs.
- b. up to £1,000 for emergency dental treatment as long as it is for the immediate relief of pain only.
- c. the cost of **your** return to the **United Kingdom** earlier than planned if this is medically necessary and the Medical Emergency Assistance Company approve this.
- d. if **you** cannot return to the **United Kingdom** as **you** originally planned and the Medical Emergency Assistance Company approve this, **we** will pay for:
  - i. extra accommodation (room only) and travel expenses (economy class unless a higher grade of travel is confirmed as medically necessary and authorised by the Medical Emergency Assistance Company or if a higher grade of travel was pre booked for **your** entire **trip**) to allow **you** to return to the **United Kingdom**; and
  - ii. extra accommodation (room only) for someone to stay with **you** and travel **home** with **you** if this is necessary due to medical advice; or
  - iii. reasonable expenses for one **relative** or friend to travel from the **United Kingdom** to stay with **you** (room only) and travel **home** with **you** if this is necessary due to medical advice.
- e. up to £10,000 for the cost of returning **your** body or ashes to the **United Kingdom** or for the cost of the funeral and burial expenses in the country in which **you** die if this is outside the **United Kingdom**.

Special note concerning reciprocal health agreements between the **United Kingdom** and the Channel Islands:

The following applies to **insured persons** permanently residing in the **United Kingdom** mainland travelling to the Channel Islands;

Section C, 3 of this policy Medical and other expenses shall be extended to cover emergency medical, repatriation and



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associated expenses in accordance with the full terms, conditions, and restrictions outlined within section C, 3, where the **insured person** is hospitalised in or treated at a public medical facility during an insured **trip** to the Channel Islands.

The following applies to **insured persons** permanently residing in the Bailiwicks of Guernsey or Jersey;

Section C, 3 of this policy Medical and other expenses shall be extended to cover emergency medical, repatriation and associated expenses in accordance with the full terms, conditions, exclusions and restrictions outlined above, where the **insured person** is hospitalised in or treated at an NHS run medical facility during an insured **trip** to the **United Kingdom** mainland.

What **you** are not covered for under section C, 3

- a. the first £250 of each claim, per **insured person**;
- b. any medical treatment that **you** receive because of a medical condition or an illness related to a medical condition which **you** knew about and which could reasonably be expected to lead to a claim;
- c. any medical treatment that **you** receive because of a medical condition or an illness for which **you** have sought the advice of a **consultant** or required inpatient hospital treatment, in the 12 months preceding either the booking of **your trip** or purchase of this insurance whichever is later;
- d. any treatment or surgery which in the opinion of the Medical Emergency Assistance Company is not immediately necessary and can wait until **you** return to the **United Kingdom**. The decision of the Medical Emergency Assistance Company is final;
- e. the extra cost of a single or private hospital room unless this is medically necessary;
- f. any search and rescue costs (costs charged to **you** by a government, regulated authority or private organisation connected with finding and rescuing an individual. This does not include medical evacuation costs by the most appropriate transport);
- g. any costs for the following:
  - i. telephone calls (other than the first call to the Medical Emergency Assistance Company to notify them of the medical problem);
  - ii. taxi fares (unless a taxi is being used in place of an ambulance to take **you** to or from a hospital); and
  - iii. food and drink expenses (unless these form part of **your** hospital costs if **you** are kept as an inpatient).
- h. any medical treatment and associated costs **you** have to pay when **you** have refused to come back to the **United Kingdom** and the Medical Emergency Assistance Company considered **you** were fit to return **home**;
- i. any treatment or medication of any kind that **you** receive after **you** return to the **United Kingdom**.

Please note: If the claim relates to **your** return travel to the **United Kingdom** and **you** do not hold a return ticket, **we** will deduct from **your** claim an amount equal to **your** original carriers published one way airfare for the route used for **your** return.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel

### 4. Missed departure

Please note: This section does not apply to **trips** taken within the **United Kingdom**.

What **you** are covered for

**We** will pay up to £1,000 for the reasonable extra costs of travel and accommodation **you** need if **you** cannot reach the final international departure point on the outward or return journey from or to the **United Kingdom** because:

- a. public transport (excluding flights) services fail due to poor weather conditions, a strike, industrial action or mechanical breakdown; or
- b. the vehicle in which **you** are travelling is directly involved in an accident or suffers a mechanical breakdown (this would not include **your** vehicle running out of fuel, oil or water or suffering a flat tyre, puncture or flat battery).

What **you** are not covered for under section C, 4

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- a. any claims where **you** have not allowed enough time to reach **your** final booked international departure point at or before the recommended time.
- b. any claims where **you** have not obtained written confirmation from the appropriate transport company or authority stating the reason for the delay and how long the delay lasted;
- c. any claims relating to **your** own vehicle suffering a mechanical breakdown if **you** are unable to provide evidence that the vehicle was properly serviced and maintained and that any recovery or repair was made by a recognised breakdown organisation; or
- d. any claims arising due to a **natural catastrophe** or volcanic ash carried by the wind (please see section 17 for details of the cover provided in the event of a **natural catastrophe**).

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

### 5. Travel delay and abandoning **your trip**

What **you** are covered for

**We** will pay up to the overall limit shown on the table of benefits if the start of **your** pre-booked outward or return international journeys by **aircraft**, sea vessel or cross-channel train are delayed, due to circumstances outside **your** control.

#### a. Travel delay

**We** will pay up to the following benefits as long as **you** eventually go on the **trip**.

- i. delay over 4 hours £75;
- ii. delay between 12 and 24 hours £125;
- iii. delay in excess of 24 hours £200.

#### b. Abandonment

If **you** have no reasonable alternative other than to have to cancel **your** outward **trip** from the **United Kingdom** as a result of a delay lasting more than 24 hours, **we** will pay an amount equal to the cost of **your trip** up to £20,000 less any amounts that **you** can get back.

Special conditions which apply to section C, 5

It is a condition of the cover provided under this section that:

- a. **you** must have checked in for **your trip** at or before the recommended time; and
- b. **you** get a written statement from the appropriate transport company or authority confirming the reason for the delay and how long it lasted.

What **you** are not covered for under section C, 5

- a. the first £250 of each claim under section 5b (Abandonment), per **insured person**;
- b. any claim that results from a strike or industrial action which was public knowledge at the time of booking **your trip**;
- c. any claim arising due to a **natural catastrophe** or volcanic ash carried by the wind (please see section C, 17 for details of the cover provided in the event of a **natural catastrophe**).

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

### 6. Delayed baggage

What **you** are covered for

**We** will pay up to £300 for essential items if **your** baggage is delayed or lost during an outward journey for more than 24 hours. **You** must get written confirmation of the length of the delay from the appropriate airline or transport company and **you** must keep all receipts for the essential items that **you** buy.

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What **you** are not covered for under section C, 6

If **your** belongings are delayed or held by any customs or other officials legally taking **your** belongings.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

### 7. Passports and travel documents

What **you** are covered for

**We** will pay up to £1,000 for the cost of replacing **your** passport, travel tickets, visas and admission tickets if they are lost or stolen.

What **you** are not covered for under section C, 7

- a. any theft which **you** do not report to the police, where practically possible, within 24 hours of discovering it and for which **you** do not get a written report;
- b. documents **you** leave unattended in a public place;
- c. loss of passport if **you** do not report the loss to the consular representative of **your** country of nationality within 24 hours of discovery and obtain a report confirming the date of loss and the date on which a replacement passport was obtained;
- d. Loss or theft from unattended **motor** vehicles, trailers or caravans.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

### 8. Personal accident

Please note: This section does not apply to **trips** taken within the **United Kingdom**

What **you** are covered for

**We** will pay up to the amount shown in the table of benefits to **you** or **your** executors or administrators if **you** are involved in an accident during **your trip** which solely and independently results in one or more of the following within 12 months of the date of the accident.

- a. **loss of limb**;
- b. **loss of sight** in one or both eyes;
- c. **permanent total disablement** (meaning a disability which prevents an **insured person** from continuing in any occupation for which they are fitted by way of training, education or employment which in all probability will continue for the rest of their life); and/or
- d. accidental death.

### 9. Legal expenses

What **you** are covered for

**We** will pay up to £50,000 in respect of all **insured persons** in connection with any one event giving rise to a claim for legal **costs and expenses** arising as a result of pursuing claims for compensation and **damages** resulting from **your** death, illness or injury during **your trip**.

What **you** are not covered for under section C, 9

- a. the first £250 of each claim, per **insured person**;
- b. any claim where **we** or **our** legal representatives believe that an action is not likely to be successful or if **we** believe that the costs of taking action will be greater than any award;
- c. the costs of making any claim against **us, our** agents or representatives or any person with whom **you** have travelled or arranged to travel;

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- d. any costs or expenses which are based directly or indirectly on the amount of any award;
- e. the costs of following up a claim for **bodily injury**, loss or damage caused by or in connection with **your** trade, profession or **business**.
- f. any claims arising out of **you** possessing, using or living on any land or in any buildings;
- g. any claims arising out of **you** owning, possessing, or using motorised/mechanically-propelled vehicles, water craft or **aircraft** of any description, animals, firearms, explosive devices or weapons;
- h. any claims arising out of **your** criminal, malicious or deliberate acts.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

### 10. Disaster

What **you** are covered for

**We** will pay up to £1,000 for the cost of providing other similar accommodation if **your** booked accommodation cannot be lived in because of a fire, **flood**, earthquake or storm.

Special conditions which apply to section C, 10

It is a condition of the cover provided under this section that:

- a. **you** must give **us** a written statement from an appropriate public authority confirming the reason and nature of the disaster and how long it lasted;
- b. any event that results in a claim under this section was not known about before **you** left from **your** international departure point; and
- c. **you** must give **us** evidence of all the extra costs **you** had to pay.

What **you** are not covered for under section C, 10

- a. any expenses that **you** can get back from any tour operator, airline, hotel or other provider of services; or
- b. any claim resulting from **you** travelling against the advice of the appropriate national or local authority. Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

### 11. Piste closure

This only applies in respect of the official ski season at **your** destination.

What **you** are covered for

**We** will pay up £200 in total if, as a result of not enough snow in **your** pre-booked holiday resort, all lift systems are closed for more than 24 hours. **We** will pay for either:

- a. the cost of transport to the nearest resort up to £20 for each full 24-hour period; or
- b. up to £20 for each full 12-hour period if **you** are unable to ski and there is no other ski resort available.

Special condition which applies to section C, 11

It is a condition of the cover provided under this section that **you** get a written statement from the management of the resort confirming the reason for the closure and how long it lasted.

### 12. Avalanche cover

What **you** are covered for

**We** will pay up to £200 for reasonable extra travel and accommodation expenses that **you** need to pay if **your** pre-booked outward or return journey is delayed for more than 12 hours from **your** scheduled arrival time because of an avalanche.

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Special condition which applies to section C, 12

It is a condition of the cover provided under this section that **you** get a written statement from the appropriate authority confirming the reason for the delay and how long it lasted.

### 13. Skis and ski equipment

What **you** are covered for

**We** will pay, up to £500 for loss, theft damage or breakage of skis, snowboards, bindings, poles and boots owned or hired by **you**.

What **you** are not covered for under section C, 13

- a. articles lost or stolen from an unattended **motor** vehicle, trailer or caravan; or
- b. ski equipment **you** leave unattended in a public place unless the claim relates to skis, poles, or snowboards that **you** have left in a ski rack.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel

### 14. Ski hire

What **you** are covered for

**We** will pay £50 for each full 24-hour period for the costs of hiring other ski equipment. **We** will pay up to £750 in total if:

- a. the skis that **you** own are lost or delayed during **your trip** for over 12 hours; or
- b. the skis that **you** own are lost, stolen or damaged during the course of **your trip**.

Special condition which applies to section C, 14

It is a condition of the cover provided under this section that **we** take any payment made under this section from any claim under Section 13 (Skis and ski equipment) of this insurance. What **you** are not covered for under section 14

- a. any claim involving damage to **your** skis where **you** do not bring them back to the **United Kingdom** so **we** can inspect them;
- b. any theft which **you** do not report to the police, where practically possible, within 24 hours of discovering it and get a written report;
- c. any theft, delay, loss of or damage to ski equipment while it is transported unless **you** report this, at the time, to the carrier and get a property irregularity report from them.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel

### 15. Unused ski pack

What **you** are covered for

**We** will pay up to £500 for a proportion of **your** ski pack, unused due to **you** being ill or injured while **you** are on holiday and **you** are medically certified as being unable to use it. Ski pack consists of ski pass, ski hire and tuition fees.

### 16. Golfing equipment

What **you** are covered for

**We** will pay up to £500 for non refundable pre booked green fees if **you** are unable to play golf due to **you** being ill or injured while **you** are on holiday.

**We** will pay £75 for each full 24-hour period up to a total maximum of £1,000 for the costs of hiring replacement golfing equipment if:

- a. the golfing equipment that **you** own is lost or delayed during **your trip** for over 12 hours; or
- b. the golfing equipment that **you** own or hired is lost or damaged during the course of **your trip**.

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What **you** are not covered for under section C, 16

- a. any theft which **you** do not report to the police, where practically possible, within 24 hours of discovering it and get a written report;
- b. any theft, delay, loss of or damage to golf equipment while it is transported unless **you** report this, at the time, to the carrier and get a property irregularity report from them.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

### 17. **Natural catastrophe** cover

If at the time of purchasing this insurance or booking **your trip**, whichever is the later, **you** are due to depart on **your trip** within the next 7 days, and a **natural catastrophe** has occurred which may directly result in a claim under this insurance, the amounts in the table of benefits will be reduced by 75%.

#### Section C, 17.1 – Cancellation

What **you** are covered for

**We** will pay up to £20,000 for:

- a. travel and accommodation expenses which **you** have paid or have agreed to pay under a contract;
- b. the cost of excursions, tours and activities which **you** have paid; and
- c. the cost of visas which **you** have paid for

If **your** departure is delayed by more than 24 hours due to the **occurrence** of a **natural catastrophe** and it becomes necessary for **you** to cancel **your trip**.

What **you** are not covered for under section C, 17.1

- a. the first £250 of each claim, per **insured person**;

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel

#### Section C, 17.2 – Additional expenses if **you** are stranded at the point of departure in the **United Kingdom**

If **you** have checked in prior to departure on the outward part of **your trip** and **your** departure is delayed by more than 24 hours due to a **natural catastrophe**, **we** will pay up to £100 for reasonable additional and unexpected:

- a. accommodation;
- b. cost of making alternative travel arrangements to return **home** or to reach **your** final point of international departure if **you** are on a connecting flight within the **United Kingdom**;
- c. food and drink; and
- d. necessary emergency purchases that **you** may incur for the first 24 hours **you** are stranded, waiting to depart.

If **you** are still unable to depart on **your trip** after 24 hours, **you** may submit a claim under Section C, 17.1 (Cancellation).

Please note: If **you** are unable to check in, **you** may still be eligible to make a claim dependent upon the circumstances which have prevented **you** from checking in. Please contact **us** so **your** claim can be considered.

#### Section C, 17.3 – Additional costs to reach **your** destination if **you** decide to go on **your trip**.

If, after **you** have been delayed by 24 hours in the **United Kingdom** due to the **occurrence** of a natural disaster, **you** still decide to go on **your trip**, **we** will pay up to £200, for the additional and unexpected costs **you** incur re-arranging **your** outbound travel to reach **your** original destination.

#### Section C, 17.4 – Additional expenses if **you** are stranded on an international connection

**We** will pay £150 for each full 24-hour period up to a total maximum of £750 if **your** international connection is delayed by more than 24 hours due to a **natural catastrophe** for reasonable additional and unexpected:

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- a. accommodation;
- b. cost of travel to an alternative point of departure or to alternative accommodation;
- c. cost of travel from **your** accommodation to **your** point of intended departure;
- d. food and drink; and
- e. necessary emergency purchases.

that **you** may incur for up to five days, whilst **you** are stranded, waiting to make **your** international connection. Please note that there is a maximum of five days cover throughout the duration of **your trip**.

Section C, 17.5 – Additional expenses if **you** are stranded on **your** return journey **home**

**We** will pay £150 for each full 24-hour period up to a total maximum of £750 if **your** return journey **home** is delayed by more than 24 hours due to a **natural catastrophe** for reasonable additional and unexpected:

- a. accommodation;
- b. cost of travel to an alternative point of departure or to alternative accommodation;
- c. cost of travel from **your** accommodation to **your** point of intended departure;
- d. food and drink; and
- e. necessary emergency purchases that **you** may incur for up to five days whilst **you** are stranded, waiting to return **home**.

Section C, 17.6 – Additional travel expenses to get **you home**

If **your** return journey **home** is delayed by more than 24 hours due to a **natural catastrophe** and the carrier **you** are booked to travel **home** with is unable to make arrangements for **your** return journey within 72 hours of **your** original date of return, as shown on **your** travel itinerary, **we** will pay up to £2,000 for alternative travel arrangements to get **you home**.

**You** must contact the Emergency Assistance Travel helpline before making alternative travel arrangements, because if appropriate under the circumstances, they will make these arrangements for **you**.

If **your trip** involves multiple destinations, cover under this section applies if **your** onward connection is delayed by more than 24 hours due to a **natural catastrophe**. **You** must contact the Emergency Assistance Travel helpline before making alternative travel arrangements, because if appropriate, they will make these arrangements for **you**. The Emergency Assistance Travel helpline will decide under the circumstances whether to bring **you home** or re arrange **your** onward journey.

Section C, 17.7 – Additional car parking costs

**We** will pay £50 for each full 24-hour period up to a total maximum of £250 for additional car parking costs **you** incur if **your** return to the **United Kingdom** is delayed by more than 24 hours due to a **natural catastrophe**.

Section C, 17.8 – Additional kennel or cattery fees

**We** will pay £50 for each full 24-hour period up to a total maximum of £250 for additional kennel or cattery fees if **your** return journey to the **United Kingdom** is delayed by more than 24 hours due to a **natural catastrophe**.

Special conditions which apply to sections C, 17.1 to 17.8

1. **we** will only pay costs which are not refundable from any other source.
2. this insurance does not cover any expenses met by the airline under Regulation 261/2004. See section G for a brief description of **your** rights under this Regulation.
3. all additional expenses must be reasonable and necessary and incurred as a direct result of a **natural catastrophe**. For example, if **you** live near **your** departure point, **we** may deem additional accommodation unnecessary and unreasonable if **you** could easily return **home**.

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4. **we** may ask **you** to provide an official letter from **your** carrier confirming the cause and length of the delay.
5. **you** must contact Travel Guard before making arrangements to return **home** under section C, 17.6 (Additional travel expenses to get **you home**).

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel

Claims evidence required for sections C, 17.1 to 17.8 may include

- a. proof of **your** original travel plans (for example, confirmation invoice or travel tickets).
- b. for claims under section C, 17.1 (Cancellation) – cancellation invoices or letters from **your** tour operator, travel or accommodation provider confirming that **you** did not use their service and whether any refund is due to **you** from them;
- c. for claims under sections C, 17.2 to 17.8 – proof of all **your** additional expenses (for example, receipts for food and drink, invoices detailing additional accommodation, receipts for additional car parking).
- d. if required by **us, we** may ask **you** to provide an official letter from **your** carrier confirming the cause and length of the delay.

Please note: **We** may request other evidence to support **your** claim dependent upon the circumstances, in which case **we** will contact **you**.

### D. ADDITIONAL COVERS

#### 1. Sports and activities

If **you** intend to take part in a sport or activity during **your trip**, please see the following table for a full list of activities which are covered by this policy. If **you** wish to take part in an activity not shown in the table, please contact **us** before taking part to make sure that cover is provided.

Cover is available for the activities listed provided that:

- a. **you** follow the safety guidelines for the activity concerned and where applicable **you** use the appropriate and recommended safety equipment;
- b. the activity is not part of a competition or tournament (or where **you** may be in training for a competition or tournament); and
- c. the activity is not on a professional basis.

Angling	Amateur athletics
Archery	Badminton
Banana boating	Baseball
Basketball	Biathlon
Boardsailing	Bowling
Bowls	Bungee jumping (maximum 3 jumps any one <b>trip</b> )
Camel riding (supervised)	Canoeing (river – not white water)
Catamaran sailing	Clay pigeon shooting
Cricket	Cross country running
Curling	Cycling
Deep sea fishing	Dinghy sailing
Dog sledding	Dry slope skiing
Elephant trekking (supervised)	Fell walking
Fishing	Go karting
Golf	Gymnastics
Handball	Hiking up to 4,000 metres altitude
Horse riding (not racing)	Hot air ballooning (organised pleasure rides only)



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Jet skiing	Kayaking (up to grade 4 rivers only)
Netball	Orienteering
Paintballing (wearing eye protection)	Parachute jumping (tandem)
Parascending (supervised, over water)	Pony trekking
Racket ball	Rackets
Rambling up to 4000 metres altitude	Rifle shooting
Ringos	Roller skating/blading (wearing pads and helmet)
Rounders	Rowing
Running (not marathon running)	Safari trekking in a vehicle (must be organised by a bonafide tour operator)
Safari trekking on foot (must be organised tour)	Sail boarding
Sailing/yachting (within sight of land)	Scuba diving (up to 30 metres depth if qualified or with an instructor)
Sea kayaking	Shooting
Skateboarding	Snorkelling
Softball	Squash
Surfing	Swimming
Table tennis	Tennis
Ten pin bowling	Trampolining
Trekking up to 4,000 metres altitude	Volleyball
Wake boarding	Walking up to 4,000 metres altitude
Water polo	Water skiing polo
White water canoeing	White water rafting
Windsurfing	Yoga
Zorbing	

### 2. Winter sports

Skiing and snowboarding, cross-country skiing, mono skiing, big foot skiing, cat skiing, blading, langlauf (also known as cross-country skiing), ski boarding, tobogganing and glacier walking or trekking up to 4,000 metres. Off-piste skiing and off-piste snowboarding will only be covered if undertaken within areas considered to be safe by resort management. Cover is available for Winter Sports listed provided that:

- a. **you** follow the safety guidelines for the activity concerned and where applicable **you** use the appropriate and recommended safety equipment;
- b. the activity is not part of a competition or tournament (or where **you** may be in training for a competition or tournament); and
- c. the activity is not on a professional basis.

### E. EXCLUSIONS

The following exclusions apply to Part VI – Annual Travel section of **your** policy:

#### 1. Medical conditions

Any claim where the following apply:

- a. **you** have sought the advice of a medical **consultant** in the 12 months before **you** purchased this insurance or booked **your trip**, whichever is later, for a condition which is medically related to the one for which **you** are claiming;
- b. **you** have been hospitalised as an inpatient in the 12 months before **you** purchased this insurance or booked **your trip**, whichever is later, for a for a condition which is medically related to the one for which **you** are claiming;
- c. **you** are travelling against the advice of a medical practitioner;

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- d. **you** are travelling with the purpose of receiving medical treatment abroad;
- e. **you** or any person on whom **your trip** depends on are receiving or waiting for hospital investigation or treatment for any undiagnosed condition or set of symptoms;
- f. **you** or any person on whom **your trip** depends having been given a terminal prognosis.

### 2. Policy period

Any claim relating to an incident which **you** were aware of at the time **you** took out this insurance and which could reasonably be expected to lead to a claim.

### 3. War or similar risks

Any claim arising out of **war**, civil **war**, invasion, revolution or any similar event.

### 4. Consequential loss

Any indirect losses, costs, charges or expenses (meaning losses, costs, charges or expenses which are not listed under the headings 'What **you** are covered for' in sections C, 1 to 17, for example, loss of earnings if **you** cannot work after **you** have been injured or the cost of replacement locks if **your** keys are stolen).

### 5. Insolvency

Any claim arising from the tour operator, airline or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to **you**.

### 6. Territorial limits

Any claim resulting from **you** travelling to a country where the Foreign and Commonwealth Office have advised against all but essential travel.

Any claim, loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Cuba, Iran, Syria, Sudan, North Korea or the Crimea region.

### 7. Intentional or illegal acts

Any claim arising from **you** being involved in any deliberate, malicious, reckless, illegal or criminal act.

### 8. Hazardous activities

Any claim involving **you** taking part in any sport or activity not listed under Sports and Activities and/ or Winter Sports, unless the sport or activity has been authorised by **us**. Please see the Sports and Activities and/or Winter Sports sections for further details.

### 9. Deliberate acts

Any claim arising from;

- a. **your** suicide or attempted suicide; or
- b. **you** injuring yourself deliberately or putting yourself in danger (unless **you** are trying to save a human life).

### 10. Alcohol or drugs

Any claim arising directly or indirectly from using alcohol or drugs (unless the drugs have been prescribed by a doctor) or **you** being affected by any sexually transmitted disease or condition.

### 11. Normal living costs

Any costs which **you** would have been liable to pay had the reason for the claim not occurred (for example, the cost of food which **you** would have paid for in any case).

### 12. Inoculations and vaccinations

Any claim arising as a result of **you** failing to get the inoculations and vaccinations that **you** need in relation to **your trip**.

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### 13. Medical advice

Any claim arising from **you** acting in a way which goes against the advice of a doctor.

### 14. Business journeys

Any claim arising from a journey undertaken solely in connection with **your** business, trade or profession.

## F. CONDITIONS

The following conditions apply to all sections of Part VI – Annual Travel:

### 1. Disclosure

**You** must tell **us** if **you** know about anything which may affect **our** decision to accept **your** insurance (for example, if **you** are planning to take part in a dangerous activity while **you** are on holiday).

### 2. Claims notification

All claims must be notified as soon as it is reasonably practical after the event which causes **you** to submit a claim. Late notification of a claim may affect **our** acceptance of a claim or result in the amount **we** pay being reduced.

### 3. Duty of care

**You** must take all reasonable steps to avoid or reduce any loss which may mean that **you** have to make a claim under this insurance.

### 4. Documentation

**You** must give **us** all the documents **we** need to deal with any claim. **You** will be responsible for the costs involved in doing this. For example, in the event of a cancellation claim **you** will need to supply proof that **you** were unable to travel, such as a medical certificate completed by the appropriate doctor.

### 5. Medical or post mortem examinations

**You** must agree to have a medical examination if **we** ask. If **you** die, **we** are entitled to have a postmortem examination.

### 6. Recovery

**You** must pay **us** back any amounts that **we** have paid to **you** which are not covered by the insurance.

### 7. Personal accident

**We** will deal with claims under section 8 (personal accident) in respect of accidental death as follows:

- a. if an **insured person** is 18 years of age or over any sums payable will be made to the executor or personal representative of the deceased **insured person's** estate.
- b. if an **insured person** is 17 years of age or under any sums payable will be made to a **parent** of the deceased **insured person**.

## G. TRAVEL DELAYS – EC REGULATIONS

This policy is not designed to cover costs which are met under the EC Regulation No. 261/2004. Under this Regulation if **you** have a confirmed reservation on a flight, that comes within the scope of the Regulation, and that flight is delayed by between 2 and 4 hours (length of time depends on the length of **your** flight) the airline must offer **you** meals, refreshments and hotel accommodation. If the delay is more than 5 hours, the airline must offer to refund **your** ticket.

The Regulations should apply to all flights, whether budget, chartered or scheduled, originating in the EU, or flying into the EU using an EU carrier.

If **your** flight is delayed or cancelled, **you** must in the first instance approach **your** airline and clarify with them what costs they will pay under the Regulation.

If **you** would like to know more about **your** rights under this Regulation, additional useful information can be found on the Civil Aviation Authority website ([www.caa.co.uk](http://www.caa.co.uk)).

## PART VII – FAMILY PLUS LEGAL EXPENSES

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under this section of the policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

If **you** wish to speak to **DAS** legal teams about a legal problem, please phone **DAS** on +44 (0)117 934 0523. **DAS** will ask **you** about **your** legal issue and, if necessary, call **you** back to give **you** legal advice. If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the policy, phone **DAS** on +44 (0)117 934 0523 and **DAS** will give **you** a reference number. At this point **DAS** will not be able to tell **you** whether **you** are covered but **DAS** will pass the information **you** have given to the **DAS** claims-handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before **DAS** has agreed. If **you** do, **DAS** will not pay the costs involved.

The definitions below apply only to Part VII – Family Plus Legal Expenses, and where the same words are defined elsewhere in this policy, these special definitions apply.

### A. SPECIAL DEFINITIONS IN PART VII (in addition to the policy definitions)

**Appointed representative** – the **preferred law firm**, law firm, accountant or other suitably qualified person **DAS** will appoint to act for an **insured person** under this section.

#### **Costs and expenses:**

- a. all reasonable and necessary costs chargeable by the **appointed representative** and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**; and
- b. the costs incurred by opponents in civil cases if an **insured person** has to pay them, or pays them with the agreement of **DAS**.

#### **Countries covered:**

- a. for insured incidents 2 Contract disputes:

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

- b. for insured incident 3 Bodily injury:

Worldwide

- c. for all other insured incidents:

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

**DAS Standard Terms of Appointment** – the terms and conditions under which an **appointed representative** will handle a claim, which includes the amount that **DAS** will pay to an **appointed representative**, and which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

**Date of occurrence** means the following:

- a. for civil cases, the date of the event that leads to a claim. If there is more than one event (other than as specified under c below) arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
- b. for criminal cases, the date **you** began, or are alleged to have begun, to break the law.
- c. for insured incident 6 Tax protection, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

**Domestic employee** – a person employed by **you** in a domestic capacity in **your** main or UK holiday **home**

## PART VII – FAMILY PLUS LEGAL EXPENSES

**Preferred law firm** – a law firm or barristers’ chambers that **DAS** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an **insured person’s** claim and must comply with the **DAS** agreed service standard levels which **DAS** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

**Reasonable prospects** – that for civil cases the prospects that an **insured person** will recover losses or **damages** (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal must be at least 51%. **DAS**, or a **preferred law firm** acting on behalf of **DAS**, will assess whether there are **reasonable prospects**.

### B. BASIS OF COVER

**DAS** agree to provide the insurance described in this section of the policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section of the policy, provided that:

1. **reasonable prospects** exist for the duration of the claim;
2. the **date of occurrence** of the insured incident is during the **period of insurance**;
3. any legal proceedings, or any other proceeding to resolve the insured incident, will be dealt with by a court, or other body which **DAS** agree to, within the **countries covered**; and
4. the insured incident happens within the **countries covered**.

What **DAS** will pay

**DAS** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:

- a. the most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £250,000;
- b. the most **DAS** will pay in **costs and expenses** is no more than the amount they would have paid to a **preferred law firm**. The amount **DAS** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time;
- c. in respect of an appeal or the defence of an appeal, **you** must tell **DAS** within the time limits allowed that **you** want to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist;
- d. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section of the policy, **DAS** must agree that **reasonable prospects** exist; and
- e. where an award of **damages** is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of **damages**, the most **DAS** will pay in **costs and expenses** is the value of the likely award.

What **DAS** will not pay

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **DAS**.

# PART VII – FAMILY PLUS LEGAL EXPENSES

## C. INSURED INCIDENTS

For advice and to make a claim call +44 (0)117 934 0523.

<b>What is covered</b> Please also refer to Section VII Basis of Cover	<b>What is not covered</b> Please also refer to Exclusions
<p>1 Employment disputes</p> <p>a. a dispute relating to <b>your</b> contract of employment.</p> <p>b. a dispute with:</p> <p>i. a <b>domestic employee</b> or ex-<b>domestic employee</b> or a trade union acting on behalf of a <b>domestic employee</b> or ex-<b>domestic employee</b> which arises out of, or relates to, a contract of employment with <b>you</b>; or</p> <p>ii. a <b>domestic employee</b> or ex-<b>domestic employee</b> arising from an alleged breach of their statutory rights under employment legislation.</p>	<p>A claim relating to the following :</p> <p>a. employer’s disciplinary hearings or internal grievance procedures;</p> <p>b. any claim relating solely to bodily injury (please refer to insured incident 3 Bodily injury);</p> <p>c. a settlement agreement while <b>you</b> are still employed;</p> <p>d. any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this section of the policy;</p> <p>e. any dispute with a <b>domestic employee</b> who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by this section of the policy if the <b>date of occurrence</b> was within the first 180 days of the indemnity provided by this section of the policy; or</p> <p>f. any claim arising from or relating to any transfer of <b>business</b> which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.</p>
<p>2 Contract disputes</p> <p>A dispute arising from an agreement or an alleged agreement which <b>you</b> have entered into in a personal capacity for:</p> <p>a. buying or hiring in goods or services; or</p> <p>b. selling goods.</p> <p>Please note that:</p> <p>I. <b>you</b> must have entered into the agreement or alleged agreement during the <b>period of insurance</b>, and</p> <p>II. the amount in dispute must be more than £250.</p>	<p>A claim relating to the following:</p> <p>a. the settlement payable under an insurance policy (<b>DAS</b> will cover a dispute if <b>your</b> insurer refuses <b>your</b> claim, but not for a dispute over the amount of the claim)</p> <p>b. a dispute arising from a loan, mortgage pension, investment or borrowing</p> <p>c. a dispute over the sale, purchase, terms of lease, license, or tenancy of land or buildings. However, <b>DAS</b> will cover a dispute with a professional advisor in connection with these matters..</p>
<p>3 Bodily injury</p> <p>A specific or sudden accident that causes <b>your</b> death or bodily injury to <b>you</b>.</p> <p><i>Please note that <b>DAS</b> will not defend <b>your</b> legal rights but they will cover defending a counter-claim.</i></p>	<p>A claim relating to the following:</p> <p>a. illness or bodily injury that happens gradually;</p> <p>b. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to <b>you</b>;</p> <p>c. clinical negligence (please refer to insured incident 4 Clinical negligence).</p>

## PART VII – FAMILY PLUS LEGAL EXPENSES

<b>What is covered</b> Please also refer to Section VII Basis of Cover	<b>What is not covered</b> Please also refer to Exclusions
<p>4 Clinical negligence</p> <p>An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to <b>you</b>.</p>	<p>a claim relating to the following:</p> <p>a. the failure or alleged failure to correctly diagnose <b>your</b> condition; or</p> <p>b. psychological injury or mental illness that is not associated with <b>you</b> having suffered physical bodily injury.</p>
<p>5 Property protection</p> <p>A civil dispute relating to personal possessions or property <b>you</b> own, or are responsible for (limited to <b>your</b> main and UK holiday <b>home</b>) following:</p> <p>a. an event which causes physical damage to such property but the amount in dispute must be more than £250;</p> <p><i>Please note that <b>DAS</b> will not defend <b>your</b> legal rights but they will cover defending a counter-claim.</i></p> <p>b. a legal nuisance (meaning any unlawful interference with <b>your</b> use or enjoyment of <b>your</b> land, or some right over, or in connection with it); or</p> <p>c. a trespass.</p> <p>Please note that <b>you</b> must have, or there must be <b>reasonable prospects</b> of establishing <b>you</b> have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.</p>	<p>A claim relating to the following:</p> <p>i. a contract <b>you</b> have entered into;</p> <p>ii. any building or land except <b>your</b> main or UK holiday <b>home</b>;</p> <p>iii. someone legally taking <b>your</b> property from <b>you</b>, whether <b>you</b> are offered money or not, or restrictions or controls placed on <b>your</b> property by any government or public or local authority;</p> <p>iv. work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;</p> <p>v. mining subsidence;</p> <p>vi. adverse possession (meaning the occupation of any building or land either by someone trying to take possession from <b>you</b> or of which <b>you</b> are trying to take possession); or</p> <p>vii. the enforcement of a covenant by or against <b>you</b>.</p>
<p>6 Tax protection</p> <p>A comprehensive examination by HM Revenue &amp; Customs that considers all areas of <b>your</b> self assessment tax return, but not enquiries limited to one or more specific area.</p>	<p>a. any claim if <b>you</b> are self employed, or a sole trader, or in a <b>business</b> partnership.</p> <p>b. an investigation or enquiries by HM Revenue &amp; Customs Specialist Investigations or the HM Revenue &amp; Customs Prosecution Office.</p>
<p>7 Jury service and court attendance</p> <p><b>Your</b> absence from work:</p> <p>a. to attend any court or tribunal at the request of the <b>appointed representative</b></p> <p>b. to perform jury service</p> <p>The maximum <b>DAS</b> will pay is <b>your</b> net salary or wages for the time that <b>you</b> are absent from work less any amount the court gives <b>you</b>.</p>	<p>Any claim if <b>you</b> are unable to prove <b>your</b> loss.</p>

## PART VII – FAMILY PLUS LEGAL EXPENSES

<b>What is covered</b> Please also refer to Section VII Basis of Cover	<b>What is not covered</b> Please also refer to Exclusions
<p>8 Legal defence</p> <p><b>Costs and expenses</b> to defend <b>your</b> legal rights:</p> <p>a. if an event arising from <b>your</b> work as an employee leads to</p> <p>i. <b>you</b> being prosecuted in a court of criminal jurisdiction</p> <p>ii. civil action being taken against <b>you</b> under</p> <ul style="list-style-type: none"> <li>• discrimination legislation</li> <li>• data protection legislation</li> </ul> <p>b. if an event leads to <b>you</b> being prosecuted for an offence connected with the use or driving of a <b>motor</b> vehicle.</p>	<p>A claim relating to the following:</p> <p>a. parking or obstruction offences; or</p> <p>b. <b>you</b> driving a <b>motor</b> vehicle for which <b>you</b> do not have valid <b>motor</b> insurance.</p> <p>c. any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data</p>
<p>9 Education admissions appeals</p> <p><b>Costs and expenses</b> for <b>your</b> legal rights in an appeal against a refusal to admit <b>your</b> child to their chosen educational establishment. Subject to a limit of indemnity of £5,000.</p> <p>Provided that the process for appealing against the refusal at the educational establishment is followed.</p>	<p>Any claim where <b>your</b> child has been suspended, expelled or permanently excluded from another educational establishment.</p>
<p>10 Planning Application Refusal Appeals</p> <p><b>DAS</b> will negotiate on <b>your</b> behalf following the refusal by the Local Planning Authority to grant planning permission following <b>your</b> request for planning approval, subject to a limit of indemnity of £5,000.</p>	<p>a. any claim where <b>you</b> have not taken all reasonable steps to ensure planning permission is granted, such as consulting with the local authority prior to submitting <b>your</b> application.</p> <p>b. any claim where <b>you</b> have not exhausted every alternative option to secure planning approval prior to launching a planning application appeal.</p> <p>c. any planning applications <b>you</b> make which are not for land <b>you</b> already own at the address shown in <b>your</b> policy schedule.</p>



## PART VII – FAMILY PLUS LEGAL EXPENSES

### D. HELPLINES AND ONLINE LAW GUIDE

**You** can contact **DAS's** UK-based call centre 24 hours a day, seven days a week. However, **DAS** may need to arrange to call **you** back depending on **your** enquiry. To help **DAS** check and improve service standards, **DAS** may record all calls. When phoning, please tell **DAS** **you** are an Azur Private Client Group Europe policyholder.

#### 1. Legal advice service

**DAS** provide confidential advice over the telephone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

#### 2. Tax advice service

**DAS** offer confidential advice over the telephone on personal tax matters in the UK.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

#### 3. Health and medical information service

**DAS** will give **you** information over the telephone on general health issues and advice on a wide variety of medical matters. **DAS** can provide information on what health services are available in **your** area, including local NHS dentists.

Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

To contact the above services, phone **DAS** on: +44 (0)117 934 0523.

#### 4. Counselling service

**DAS** will provide **you** with a confidential counselling service over the telephone if **you** are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which **DAS** refer **you**.

This helpline is open 24 hours a day, seven days a week.

To contact the above service, telephone **DAS** on: +44 (0)117 934 2121.

**We** cannot accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

#### 5. Online Law Guide and Document Drafting

**You** can find plenty of useful legal advice and guidance for dealing with legal issues on **DAS's** website, [www.dashouseholdlaw.co.uk](http://www.dashouseholdlaw.co.uk). **You** can also buy legal documents from the site, ranging from simple consumer complaint letters to wills.

### E. EXCLUSIONS

The following exclusions apply to Part VII – Family Plus Legal Expenses section of **your** policy:

#### 1. Late reported claims

A claim where **you** have failed to notify **DAS** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.

#### 2. Costs **DAS** have not agreed

**Costs and expenses** incurred before **DAS's** written acceptance of a claim.

## PART VII – FAMILY PLUS LEGAL EXPENSES

### 3. Court awards and fines

Fines, penalties, compensation or **damages** that a court or other authority orders **you** to pay.

### 4. Legal action **DAS** have not agreed

Any legal action **you** take that **DAS** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **DAS** or the **appointed representative**.

### 5. Defamation

Any claim relating to written or verbal remarks that damage **your** reputation.

### 6. Dispute

A dispute with **DAS** not otherwise dealt with under Section F or with American International Group UK Limited or Azur Underwriting Ltd.

### 7. Judicial review

**Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

### 8. Nuclear, **war** and **terrorism** risks

A claim caused by, contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- c. **war**, invasion, act of foreign enemies, hostilities (whether **war** is declared or not), civil **war**, rebellion, revolution, military force or coup, or any other act of **terrorism** or alleged act of **terrorism** as defined in the Terrorism Act 2000;
- d. pressure waves caused by **aircraft** or any other airborne devices travelling at sonic or supersonic speeds.

### 9. Litigant in person

Any claims where **you** are not represented by a law firm, barrister or tax expert.

## F. CONDITIONS

The following conditions apply to this section of the policy in addition to the General Conditions listed in Part IX.

### 1. Compliance with the policy terms

An **insured person** must:

- a. comply with the terms and conditions of this section;
- b. take reasonable steps to avoid and prevent claims;
- c. take reasonable steps to avoid incurring unnecessary costs;
- d. send everything **DAS** asks for, in writing; and
- e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information they need.

### 2. An **insured person's** legal representation

- a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** as an **insured person's appointed representative** to deal with their claim. The **appointed representative** will try to settle the **insured person's** claim by negotiation without having to go to court.

## PART VII – FAMILY PLUS LEGAL EXPENSES

- b. If the **appointed representative** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued, or if there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
- c. If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **DAS** will give the **insured person's** chosen law firm the opportunity to act on the same terms as a **preferred law firm**. However if the firm refuses to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **DAS** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- d. The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.

### 3. An **insured person's** responsibilities

- a. An **insured person** must co-operate fully with **DAS** and with the **appointed representative**.
- b. An **insured person** must pass on to the **appointed representative** any instructions on behalf of **DAS**.

### 4. Offers to settle a claim

- a. An **insured person** must tell **DAS** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without the written consent of **DAS**.
- b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
- c. **DAS** may decide to pay an **insured person** the reasonable value of their claim, instead of starting or continuing legal proceedings. In these circumstances, the **insured person** must allow **DAS** to take over and pursue or settle any claim in their name. The **insured person** must also allow **DAS** to pursue at its own expense and for its own benefit, any claim for compensation against any other person and the **insured person** must give **DAS** all the information and help it needs to do so.

### 5. Assessing and recovering costs

- a. If **DAS** requests, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
- b. An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **DAS** has to pay and must pay **DAS** any amounts that are recovered.

### 6. Cancelling an **appointed representative's** appointment

If an **appointed representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agrees to appoint another **appointed representative**.

### 7. Withdrawing cover

If an **insured person** settles or withdraws a claim without **DAS's** agreement, or does not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses** **DAS** have paid.

### 8. Arbitration

If there is a disagreement between the **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.

This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

## PART VII – FAMILY PLUS LEGAL EXPENSES

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available.

The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the **insured person** and **us**.

If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the **insured person** and **us** or may be paid by either the **insured person** or **us**.

### 9. Expert opinion

**DAS** may require the **insured person** to obtain, at their own expense, an opinion from an expert that **DAS** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between **you** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **insured person** will recover **damages** (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.

### 10. Fraudulent claims

**DAS** will, at its discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or **DAS** will not pay the claim if:

- a. a claim an **insured person** has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
- b. a false declaration or statement is made in support of a claim.

### 11. Other insurance

If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **DAS** will only pay its share of the claim even if the other insurer refuses the claim.

### 12. Applicable law

This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## G. DATA PROTECTION

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

**We** may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from **you**, the third party dealing with **your** claim or from the authorised partner who sold this policy.

## WHO WE ARE

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group).

The uses of personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## PART VII – FAMILY PLUS LEGAL EXPENSES

### HOW WE WILL USE YOUR INFORMATION

**We** may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact **you** for **your** feedback. If the policy includes legal advice **we** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

**We** will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

**We** will not disclose the personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via **our** website.

### WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for **us** to use the personal information to perform **our** obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

### HOW LONG WILL YOUR INFORMATION BE HELD FOR?

**We** will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** no longer want **us** to use the personal data, please contact **us** at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### WHAT ARE YOUR RIGHTS?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## PART VII – FAMILY PLUS LEGAL EXPENSES

### HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If **you** remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

## PART VIII – FAMILY PROTECT

### A. SPECIAL DEFINITIONS

**Act of terrorism** – an activity that:

- a. is committed for political, religious, ideological or similar purposes and involves a violent act or the unlawful use of force or an unlawful act dangerous to human life or tangible property;
- b. is carried out by any person or group, whether acting alone or on behalf of or in connection with any organisation;
- c. is intended to:
  - i. intimidate or coerce a civilian population;
  - ii. disrupt any segment of the economy of a government, state or country;
  - iii. overthrow, influence, or affect the conduct of, any government by intimidation or coercion; or
  - iv. affect the conduct of a government by mass destruction, assassination, kidnapping or hostage taking; and
- d. causes actual physical damage to **property** or bodily injury or death to an **insured person** or prevents **insured persons** from having access to or from being able to exit from **property**.

**Aggravated burglary** – a person unlawfully entering **your home** or any temporary accommodation in which **you** are staying and committing or threatening violence against or to an **insured person**.

**Air rage** – angry and violent behaviour or drunken behaviour on a commercial aircraft which is against an **insured person** on that aircraft or which puts an **insured person** on that aircraft in fear of danger to safety of the flight.

**Assault** – the robbery of or violent attack on an **insured person** which directly causes that **insured person's** death or serious bodily injury and which:

- a. is not as part of an affray entered into by that **insured person**;
- b. does not take place while that **insured person** is under the undue influence of alcohol or drugs; and
- c. is not provoked by aggressive physical conduct of any **insured person**.

**Car jacking** – the criminal taking by force of (or of control of) a **motor** which is being driven or ridden by an **insured person** or in or on which an **insured person** is a passenger, including by forcing the driver to drive the **motor** under the direction of the person who is taking.

**Child abduction** – the illegal taking or abduction of **your**, a **family member's** or **relative's** child under the age of eighteen (18) by someone other than a parent or legal guardian, or an agent of either.

**Consultant costs** – the necessary fees and expenses of the **crisis consultants** incurred during response to an **insured event**, including but not limited to costs of travel, accommodation, qualified interpretation, communication, and payments to informant(s).

**Cyber attack:**

- a. the release, divulgence, dissemination, destruction or use of **data** acquired through the unauthorised access to or use of a **computer system**;
- b. the introduction of a malicious code into a **computer system** or use of a **computer system** as a vehicle to transmit malicious code;
- c. the deliberate corruption, damage or destruction of a **computer system**;
- d. a denial of service attack on a **computer system**;
- e. the use of disruptive activities against a **computer system**; or
- f. any unauthorised access to a **computer system**.

## PART VIII – FAMILY PROTECT

### Computer system:

- a. any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet or internal network or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by an **insured person**; or
- b. any cloud service, or other hosted computer resources, used by an **insured person**.

**Crisis consultants** – NYA or any other response consultants used with **our** prior written consent.

**Data** – any electronically stored, digital or digitised information or media.

**Detention** – the holding under duress (other than a **kidnapping** or **hijacking**), for a period in excess of three hours, of an **insured person** for whatever reason and irrespective of whether such holding is by legal governmental authorities in the place of custody or by other parties, which holding:

- a. is not due to any alleged act or alleged violation of the laws of the host country by an **insured person** which would be a criminal offence if committed by that **insured person** in the country of which they are a national or (unless **we** determine that the allegations of such act or violation were intentionally false, fraudulent and malicious and made solely and directly to achieve a political, propaganda or coercive effect on an **insured person**); and
- b. is not due to the failure of an **insured person** properly to procure or maintain immigration, work, residence or similar visas, permits or other documentation.

**Disappearance** – an **insured person** going missing for a period exceeding forty-eight (48) hours from the last confirmed contact with that **insured person**. For the purposes of this policy, commencement of a **disappearance** is the time of that last confirmed contact.

**Disappearance Investigation Expenses** – the necessary fees and expenses of the **crisis consultants** assisting **insured persons** with regard to a **disappearance** for a period not exceeding ninety (90) days from the date the **disappearance** was first reported to or discovered by **you**.

**Extortion** – the making of illegal threats (other than threats of a **cyber attack**) directly or indirectly to an **insured person**:

- a. to kill, injure, detain, abduct or take or hold captive an **insured person**;
- b. to cause physical damage or loss of **property**; or
- c. to disclose, disseminate or utilise proprietary, personal, private or confidential information of or about an **insured person** (other than to do so by means of a **cyber attack**),

by a person or group who demands a **ransom** specifically from an **insured person's** assets as a condition of not carrying out such threats.

**Hijacking** – the illegal holding under duress, for a period in excess of three hours, of one or more **insured persons**, while travelling by any form of transportation or when forcibly removed from that mode of transportation.

**Insured event** – an:

- a. **act of terrorism**;
- b. **aggravated burglary**;
- c. **air rage**;
- d. **assault**;
- e. **car jacking**;
- f. **child abduction**;
- g. **detention**;
- h. **disappearance**;



## PART VIII – FAMILY PROTECT

- i. **extortion**;
- j. **hijacking**;
- k. **kidnapping**;
- l. **road rage**;
- m. **stalking situation**; or
- n. **threat**,

which commences during the **policy period** and within the **territory**. If it is evident from one or more demands or the making of such that any **insured events** are or were carried out in furtherance one of another, those **insured events** shall be deemed to be connected to each other. A series of **insured events** which are connected to each other (whether by being furthered together or otherwise) shall be deemed to constitute a single **insured event** commencing at the time the first of them commences.

**Kidnapping** – the actual, attempted or alleged illegal taking and holding captive of one or more **insured persons**, or a claim to be illegally holding captive one or more **insured persons**, by a person or group who demands payment of a **ransom** from an **insured person's** assets in order to release such captive(s).

**Loss or expense:**

- a. **ransom**;
- b. all expenses referred to in Basis of Cover 2 – Expenses;
- c. **consultant costs**;
- d. **disappearance investigation expenses**; and
- e. **threat expenses**.

**Property – your home** all real or personal property (including buildings, fixtures, fittings, works of art and other contents, plant and equipment (fixed or mobile), vehicles, vessels, aircraft, livestock and bloodstock) owned, managed or leased by an **insured person** or for which an **insured person** is legally responsible. **Property** does not include **data** or computer software.

**Ransom** – cash, funds, monetary instruments, cryptocurrency, securities, **property** or services surrendered or to be surrendered by or on behalf of an **insured person** to meet a **kidnapping, hijacking** or **extortion** demand.

**Road rage** – angry and violent behaviour against an **insured person** while they are travelling in or on a **motor** by a person in or on another **motor** or conveyance. For the purposes only of this policy's cover relating to road rage, the definition of **insured person** includes a person in the employment of an **insured person** as their chauffeur.

**Stalking situation** – conduct consisting of persistent and repeated:

- a. following of; and/or
- b. direct contact with; and/or
- c. indirect contact (via family, friends, colleagues or fellow students) of; and/or
- d. intrusion upon, or interference with, the privacy, private or family life, home, correspondence or communications of, an **insured person** (but not by e-mail, social media, social networking, interactive communication, online community or any other use of the internet) and which is unwanted by that **insured person**.

For the purposes of this policy, commencement of a **stalking situation** is when the **insured person** first realises that such conduct has become persistent and repeated.

**Territory** – anywhere in the world except Afghanistan, Egypt, Iraq, Libya, Mali, Nigeria, Pakistan, Somalia, Syria, Venezuela and Yemen.

## PART VIII – FAMILY PROTECT

**Threat** – the making of illegal threats (other than threats of a **cyber attack**) by a person or group, without demanding a ransom, directly or indirectly to an **insured person**:

- a. to kill, injure, detain, abduct or take or hold captive an **insured person**;
- b. to cause physical damage or loss of **property**; or
- c. to disclose, disseminate or utilise proprietary, personal, private or confidential information of or about an **insured person** (other than to do so by means of a **cyber attack**).

**Threat expenses:**

- a. the necessary fees and expenses of the **crisis consultants** for conducting, during the sixty (60) days from when the **threat** commences, an initial assessment of the **threat** and recommending temporary security measures to protect against the **threat**; and
- b. the costs of temporary security measures during the sixty (60) days from when the **threat** commences which are taken on the specific recommendation of the **crisis consultants** solely and directly for protecting against the **threat**.

### B. BASIS OF COVER

#### 1. Ransom

**We** shall reimburse any **ransom** paid by an **insured person** as a result of a **kidnapping, hijacking** or **extortion** which commences during the **policy period** and within the **territory**.

#### 2. Expenses

**We** shall pay or reimburse any of the following expenses which are necessarily incurred by an **insured person** in connection with an **insured event** which commences during the **policy period** and within the **territory**:

- a. the amount paid by the **insured person** as a reward to an informant for information which contributes to the resolution of an **insured event** (an informant is a person providing information not otherwise obtainable and solely in return for a reward offered by the **insured person**);
- b. the fees for independent psychiatric, medical and dental care incurred within thirty-six (36) months following the **insured event** for conditions resulting from an **insured event**;
- c. the cost of travel and accommodations incurred by **you** and **your** family as a result of the **insured event**.

#### 3. Crisis Consultants

**We** shall pay the **consultant costs** arising from an **insured event** (other than a **threat** or **disappearance**) which commences during the **policy period** and within the **territory**.

#### 4. Disappearance Investigation Expenses

**We** shall pay or reimburse **disappearance investigation expenses** incurred by an **insured person** in connection with a **disappearance** which commences during the **policy period** and within the **territory**.

#### 5. Threat Expenses

**We** shall pay or reimburse **threat expenses** incurred by an **insured person** in connection with a **threat** which commences during the **policy period** and within the **territory**.

## PART VIII – FAMILY PROTECT

### C. PAYMENT OF A LOSS

For each single **insured event**, the maximum amount **we** shall pay or reimburse:

- a. for **ransom** under Basis of Cover 1 – Ransom is £50,000;
- b. for expenses under Basis of Cover 2 – Expenses, is £50,000;
- c. for **consultant costs** under Basis of Cover 3 – Crisis Consultants is unlimited;
- d. for **disappearance investigation expenses** under Basis of Cover 4 – Disappearance Investigation Expenses is £50,000;
- e. for **threat expenses** under Basis of Cover 5 – Threat Expenses is £50,000.

### D. EXCLUSIONS

The following exclusions apply to Part VIII – Family Protect section of the policy:

#### 1. Prior Events

**We** will not be liable for **loss or expense** resulting from a series of connected **insured events** the first of which commenced before the **policy period**.

#### 2. Fraud

**We** will not be liable for **loss or expense** resulting from an **insured event** involving a fraudulent, dishonest, illegal or criminal act or attempt by any **insured person**.

#### 3. Excluded persons

**We** will not be liable for **loss or expense** of an **insured person** who has had any kidnap insurance, whether with **us** or any other insurer, cancelled or declined in the past.

#### 4. Robbery (face to face)

**We** will not be liable for **ransom** surrendered in any face to face encounter, unless surrendered by a person (other than an **insured person** as a victim of a **kidnapping, hijacking** or **extortion**) who is in possession of such **ransom** at the time of such surrender for the sole purpose of conveying it to pay a previously communicated **ransom** demand.

#### 5. Robbery (at event location)

**We** will not be liable for **ransom** surrendered either at the location where the **kidnapping** or **hijacking** of one or more **insured persons** occurs or where the **extortion** demand is first made, unless brought to such location after receipt of the **ransom** demand for the sole purpose of paying such **ransom** demand.

#### 6. Loss or expense covered under Part IX – Cyber

**We** will not be liable under this Part VIII – Family Protect for **loss or expense** which is covered under Part IX – Cyber.

#### 7. Cyber

**We** will not be liable for **loss or expense** which relates to an **insured event** which involves one or more of the following (or a threat of one or more of the following):

- a. unauthorised disclosure or transmission of any digitally or electronically held confidential information for which an **insured person** is responsible;
- b. intrusion of, unauthorised access to, or unauthorised use of (including by a person with authorised access) a **computer system**, including that which results in, or fails to mitigate, a denial of service attack or denial of access or a receipt or transmission of a malicious code, malicious software or virus;
- c. loss of **data** arising from the physical theft, loss or damage of or to computer hardware controlled by an **insured person**;
- d. accidental, negligent or unintentional act or failure to act by an employee of an **insured person** or an employee of

## PART VIII – FAMILY PROTECT

any third party service provider whilst operating, maintaining or upgrading a **computer system**; or  
e. a **cyber attack**.

### 8. Property loss or damage

**We** will not be liable for loss or damage to any **property**.

## E. CONDITIONS

### 1. Notification – what to do in a crisis

As soon as an **insured event** occurs or **you** think (or someone on **your** behalf thinks) an **insured event** is about to occur or may have occurred, **you** or someone on **your** behalf must urgently and as soon as possible telephone the **crisis consultants** by calling the 24-hour-a-day Crisis Hotline number:

**00 1 817 826 7000**

This is a dedicated crisis response hotline and should only be used for the purposes above. The number operates 24 hours a day, every day of the year, and can be called from anywhere in the world. It operates on a “connect call” basis, which means that it is free of charge to the caller and the call charge is met by **us**.

The **crisis consultants** will advise on whether law enforcement authorities should be informed.

An **assault** must be reported to the police or applicable law enforcement authority within 7 days of the **assault** occurring and the crime reference number must be provided to **us**.

It is understood and agreed that:

- a. the **crisis consultants** have no authority on **our** behalf to make any admissions which may prejudice **our** rights or to deal with matters concerning policy coverage; and
- b. the provision and the use of these services are not, are not intended to be and shall not be regarded as an admission of or an acceptance by **us** of any liability to indemnify an **insured person** under the policy and are without prejudice to any of **our** rights.

### 2. Confidentiality

The **insured persons** will use all reasonable efforts not to disclose the existence of this Family Protect insurance to any other person.

## PART IX – CYBER

This cover is underwritten by HSB Engineering Insurance Limited, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

HSB Engineering Insurance registered address, HSB Engineering Limited, 6 London Street, London EC3R 7LP. Registered in England and Wales, number 02396114 and Ireland 906020.

Cover is only operative if indicated on **your** policy schedule.

### A. SPECIAL DEFINITIONS IN PART IX (in addition to the policy definitions)

The definitions below apply only to Part IX – Cyber, and where the same words are defined elsewhere in this policy, these special definitions apply.

**Computer virus** – any malware, program code or programming instruction designed to **damage home systems**.

**Cyber event** – either:

- malicious deletion, corruption, unauthorised access to, or theft of **data**; or
- **damage** or disruption caused by **computer virus, hacking** or **denial of service attack**;

affecting **your home systems**.

**Damage** – total or partial loss, damage, destruction, or corruption.

**Damages** – either:

- financial compensation **you** have to pay, except for fines, penalties, liquidated damages (contractual penalties), punitive or exemplary damages (extra damages to punish **you**) or aggravated damages (more severe damages to reflect the seriousness of an offence); or
- third parties' costs and expenses **you** have to pay as a result of a claim being brought against **you**.

**Data** – facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by **home systems**, but not including software and programs.

**Defence costs** – costs and expenses **we** agree to in writing for investigating, settling or defending a claim against **you**.

**Denial of service attack** – malicious and unauthorised attack which overloads any **home systems**.

**Hacking** – unauthorised or malicious access to any **home systems** by electronic means.

**Home** – the private residence at the address shown in the schedule.

**Home systems** – any personal computing or electronic device that connects to the internet or to other electronic devices and any associated **data**, software and programs.

**Personal data** – information which could identify **you** or allow **your** identity to be stolen or fraud to take place on **you**.

**You/your** – the person(s) shown in the schedule and all permanent members of that person's **home**, including any employees who live in the **home** whose duties are for domestic purposes relating to the **home** and its gardens.

For Section 3 Cyber online liability, **you** means the person(s) shown in the schedule and all members of that person's family who permanently live at the **home**.

## PART IX – CYBER

### B. BASIS OF COVER

#### Section 1 – Cyber home systems damage

**We** will pay for the following arising as a result of a **cyber event you** discover during the **policy period**:

a. **Home systems** restoration

The cost of investigating, reconfiguring and rectifying any **damage** to **your home systems**, and restoring **data** (but not the cost to recreate **data** if **you** cannot restore it from other sources).

This does not include the value of **data** to **you**, even if the data cannot be restored.

b. **Computer virus** removal

The cost of locating and removing a **computer virus** from **your home systems**; and

c. Professional assistance

The cost of hiring professional consultants to make recommendations on how to prevent **your home systems** from being infected by **computer virus** or to prevent **hacking**.

#### Section 2 – Cyber crime

**We** will pay for the following which **you** discover during the **policy period**:

a. Fraud

**Your** financial loss as the result of a fraudulent communication or input, destruction or modification of **data** in **your home systems** which results in:

- money being taken from any account;
- goods, services, property or financial benefit being transferred; or
- any credit arrangement being made;

as long as **you** have not received any benefit in return.

**We** will also pay the cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently.

b. Telephone hacking

**Your** liability to make any payment to **your** telephone service provider as the result of **hacking** into **your home systems**.

c. Cyber ransom

The cost of responding, and with our written agreement the payment of a ransom demand, if anyone has or threatens to:

- disrupt **your home systems** by introducing a **computer virus**, or to initiate a **hacking** attack or **denial of service attack** against **you**;
- release, publish, corrupt, delete or alter **your data** if this would cause **you** harm or damage **your** reputation;

as long as **you** can demonstrate that **you** have reasonable grounds to believe that the threat is not a hoax, and **you** have reported it to the police.

d. Identity theft assistance

The cost of identity theft assistance, and monitoring **your** credit records, to help **you** to correct **your** credit records and to take back control of **your** identity following the fraudulent use of **your personal data**.

## PART IX – CYBER

### Section 3 – Cyber online liability

**We** will pay **damages** and **defence costs** arising from a claim first made against **you** by a third party during the **policy period** as the result of:

a. Data privacy

**You** failing to secure, or prevent unauthorised access to, publication of or use of data (including any inadvertent interference with any right to privacy or publicity or breach of confidence);

b. Computer virus transmission

**You** unintentionally transmitting, or failing to prevent or restrict the transmission of, a **computer virus, hacking** attack or **denial of service attack** from **your home systems** to a third party; or

c. Defamation and Disparagement

Loss of reputation (including that of a product) or intellectual property rights being breached as a result of **your** activities online.

### HOW MUCH WE WILL PAY

The most **we** will pay for all claims **we** accept under this policy in total for the **policy period** is the sum insured shown on **your** schedule, regardless of the number of claims.

If there is more than one person named in the schedule, the total amount **we** will pay following a claim will not exceed the amount **we** would be liable to pay to any one of **you**.

### DEFENCE COSTS

Any **defence costs we** pay will be included within, not in addition to, the sum insured.

### PAYING OUT THE SUM INSURED

For any and all claims arising for the **policy period we** may pay the full sum insured that applies.

When **we** have paid the full sum insured, **we** will not pay any further amounts for any claims or for associated **defence costs**.

### C. CONDITIONS

The following conditions apply only to Part IX – Cyber. If **you** do not keep to these conditions and this reduces **our** legal or financial rights under the policy, **we** may refuse to pay part or all of **your** claim.

#### 1. Reporting a claim

As soon as **you** know about any incident or circumstance that may result in a claim against **you** or a claim under **your** policy **you** must:

- take all reasonable steps and precautions to prevent further damage or other loss covered by **your** policy;
- immediately tell the police about any loss or damage relating to crime and get a crime reference number;
- tell the person who arranged **your** policy (or **us**), providing full details, as soon after the incident or circumstances as possible;
- tell the person who arranged **your** policy (or **us**), providing full details, within 14 days in the case of **you** knowing about an incident or circumstance that has resulted in or may result in **you** receiving a claim against **you**.

## PART IX – CYBER

In addition **you** must also:

- immediately send **us** every letter, writ, summons or other document **you** receive in connection with the claim or circumstance, and record all information relating to a claim against **you**;
- keep any damaged **home systems** and other evidence, and allow **us** to inspect it;
- co-operate with **us** fully and provide all the information **we** need to investigate **your** claim or circumstance;
- give **us** details of any other insurances **you** may have which may cover loss covered by this policy;
- attempt to recover financial loss relating to **your** claim from a bank or other financial institution that may be responsible for refunding all or part of the loss; and
- tell **us** if **you** recover money from a third party in relation to a claim (**you** may need to give the money to **us**).

**You** must not admit responsibility or liability, or agree to pay any money or provide any services on **our** behalf, without **our** written permission.

### 2. Protecting **data**

**You** must make sure that **you** take precautions for disposing of and destroying **home systems** in order to protect **data**.

### 3. Controlling defence

**We** can, but do not have to, take control of investigating, settling or defending any claim made against **you**. **We** would take this action in **your** name. If necessary, **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** solicitor, but only on a fee basis similar to that of **our** own solicitor, and only for work done with **our** permission in writing. **We** will only defend claims if **we** think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

### 4. Reasonable care

**You** must:

- make sure that **your home systems** are used and maintained as recommended by the manufacturer or supplier; and
- take all reasonable steps and precautions to prevent or reduce **damage** or other loss covered by **your** policy.

### 5. Defence software

**Your home systems** must be protected by anti-virus software, where available, which is updated regularly in accordance with the provider's recommendations.

### 6. **Data** backup

**You** must back up **your data** at least every month.

**You** must take precautions to make sure that all **data** is stored safely.

**We** may still pay a claim if **you** can show that **you** do usually keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **your** control.

### 7. Correct information

**You** must give **us** correct information. If **you** fail to do so and:

- **your** failure was deliberate or reckless, **we** will treat **your** policy as if it never existed, refuse all claims and keep any premium **you** have paid. If **your** failure occurs during a change to **your** policy **we** will terminate **your** policy from the date of that change, refuse subsequent claims and keep any premium **you** have paid.



## PART IX – CYBER

- **your** failure was careless and **we** would not have issued **your** policy had **you** told **us** the correct information, **we** will treat **your** policy as if it never existed and return any premium **you** have paid. If **your** failure occurs during a change to **your** policy **we** will treat **your** policy as though the change was not made and where appropriate return any additional premium charged for the change. **You** may want to cancel **your** policy if it does not meet **your** needs (see 'Part X General Conditions, 18. **Your** cancellation').
- **your** failure was careless and **we** would have insured **you** on different terms had **you** given **us** correct information, **we** will;
  - a. alter the terms of **your** policy to those **we** would have imposed (other than those relating to premium); and
  - b. reduce the amount paid or payable on any claim in proportion to the amount of additional premium **we** would have charged.

### D. EXCLUSIONS

The following conditions apply only to Part IX – Cyber. **We** will not pay for any cost, **damages**, liability, loss or defence costs arising from the following:

#### 1. Advance fee fraud

An advance fee fraud or other fraud where **you** provide money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.

#### 2. Business activities

Any activities carried out by **you** for business or professional purposes.

#### 3. Circumstances before **your** policy started

- Circumstances which existed before any cover provided by **your** policy started, and which **you** knew about.
- Claims or circumstances which **you** have already reported, or which **you** should have reported, to a previous insurer before the **policy period**.

#### 4. Confiscation

**Your** property being confiscated or damaged by, or under the order of, any government, public or police authority.

#### 5. Excess

The amount specified as the 'Excess' in the schedule.

#### 6. External network failure

Failure or interruption of any electrical power supply network or telecommunication network not owned and operated by **you**. This exclusion shall not apply to any cost or loss caused by or resulting from physical damage, if otherwise insured by **your** policy, to the electrical power supply network, telecommunication network or other property.

Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

#### 7. Intentional acts

Any intentional act, or failure to act, by **you** or anyone acting on **your** behalf.

#### 8. Malicious defamation

Defamatory or disparaging statements or publications made maliciously and deliberately if it could be anticipated by a reasonable person that the statements could result in a claim against **you**.

## PART IX – CYBER

### 9. Nuclear risks

Any nuclear reaction, nuclear radiation or radioactive contamination.

### 10. Other insured parties

Any dispute or claim between **you**.

### 11. Patent

Infringement of any patent.

### 12. Terrorism

- biological or chemical contamination; or
- any failure in the supply of gas, electricity, water or phone service to **your** home;

which is caused by any act of terrorism.

### 13. War

War or civil war.

### 14. Wear and tear

Losses due to:

- wear and tear, gradual deterioration or rust;
- scratching or chipping of painted or polished surfaces;
- erosion or corrosion; or
- gradual reduction in performance.

However, **we** will pay for loss resulting from the causes above which **we** would otherwise have paid under **your** policy.

## PART X – GENERAL CONDITIONS

**We** will not be liable to pay any claim under this insurance unless **you** and any **insured person** comply with all the requirements in the following conditions.

### 1. Works to **your home**

**You** must notify **us** of any planned or ongoing repair, renovation, restoration, construction, building work or decoration to **your home** and/or **other permanent structures** with a value that exceeds £200,000 and/or necessitates **you** vacating the **home** and/or the **home** not being adequately furnished to be lived in normally. In the event that **you** do not notify **us** accordingly **we** reserve all **our** rights under the policy to charge **you** an additional premium, refuse to cover any loss relating to the renovation, restoration, construction, building work or decoration to **your home** and or **other permanent structures**, or terminate the policy. If the payment basis is guaranteed rebuilding cost, this extension of cover shall be suspended until works are complete and **we** agree to reinstate this cover.

### 2. Assignment

No assignment of or change of interest in this policy or in any amount payable under it will be binding on or recognised by **us** without **our** written consent.

### 3. Bankruptcy or death

An **insured person's** bankruptcy or insolvency shall not relieve **us** of any of **our** obligations. However, an **insured person** must notify **us** immediately upon filing or service of legal documents initiating any such proceedings. Further, if the **insured person** dies or becomes bankrupt or insolvent during the **policy period**, this policy, unless cancelled, will cover the **insured person's** legal representative for the remainder of the **policy period**.

### 4. Disclosure of Information

**You** must take reasonable care to make sure that all facts and information provided to **us** when taking out, renewing, or requesting changes to the cover provided by the policy, are accurate and complete.

Please tell **your** insurance advisor as soon as reasonably practicable to let **us** know if there are any changes to the information set out in the application form/or statement of fact or on **your** schedule. **You** must also tell **your** insurance advisor as soon as reasonably practicable to let **us** know about the following changes:

- a. any change to the people insured or to be insured;
- b. any intended alteration to, extension to or renovation of **your** property unless the value of the works is under £200,000;
- c. if **your** property is to be lent, let or sublet other than **temporary lets**;
- d. any change or addition to the **contents** or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **your** policy schedule;
- e. if **your** property is used for **business** purposes other than occasional clerical work or **incidental business**;
- f. if **your** property is to be **unoccupied** for any continuous period that exceeds 60 days;
- g. if any member of **your** household or any person to be insured on this policy is charged with or convicted of a criminal offence (this does not include motoring offences).

If **you** fail to exercise reasonable care, **we** will treat the policy as if it had not existed from the effective date, renewal date or date when any changes were made to the policy (as the case may be) if **you**:

- a. deliberately or recklessly gave **us** inaccurate or incomplete information; or
- b. did not take reasonable care to give **us** accurate and complete information in circumstances where **we** would not have covered **you** at all, had **we** known about such information. **We** will return the premium provided that **you** did not deliberately or recklessly provide **us** with inaccurate or incomplete information.

In all other cases, **we** may refuse to pay all or part of a claim, depending on what **we** would have done if **you** had taken reasonable care to provide **us** with accurate and complete information. If **we** would have insured **you** on different terms (other than in relation to premium), then the policy will be treated as if it had contained such terms.

## PART X – GENERAL CONDITIONS

In such circumstances, **we** will only pay a claim if the claim would have been covered by a policy containing such terms. If **we** would have provided **you** with cover for a higher premium, the amount payable on any claim will be reduced proportionally, based on the ratio that the premium actually charged bears to that which **we** would have charged. For example, **we** will only pay half of the claim, if **we** would have charged double the premium.

If this policy covers more than one **insured person** and an **insured person** fails to comply with this condition, **we** may rely on **our** rights under this condition as against that **insured person**, as if a separate policy had been issued to them, leaving the remainder of the policy and the rights of other **insured persons** unaffected.

If **you** are in any doubt please contact **your** insurance advisor.

### 5. Concealment or fraud

**Your** ability to make a claim may be prejudiced if, whether before or after a loss **you**:

- a. intentionally concealed or misrepresented any statement of fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements;

relating to this insurance.

### Fraudulent claims

If **you** make a fraudulent claim under this policy, **we**:

- a. may not be liable to pay any part of the claim;
- b. may recover from **you** any sums already paid to or on behalf of **you** in respect of the claim; and
- c. may, by notice to **you**, treat this policy as having been terminated with effect from the date of the fraudulent act, in which case **we** are not liable for any **occurrence** occurring after that date and are entitled to receive and retain the full premium.

### 6. Sanctions

**We** shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us, our** parent company or its ultimate controlling entity to any sanction, prohibition, restriction or any applicable anti-terrorism legislation or regulation under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or the United States of America or the United Kingdom.

### 7. Construction, severability and conformance to statute

- a. if any provision contained in this policy is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this policy.
- b. if any provision contained in this policy is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
- c. any provisions of this policy which are in conflict with the statutes or regulations of the state or country wherein this policy is issued are hereby amended to conform to such statutes or regulations.

## PART X – GENERAL CONDITIONS

### 8. Cancellation period

If this cover does not meet **your** requirements, **you** may return this policy and schedule to **us** at

Private Client Group  
Azur  
Discovery House  
2nd floor  
28-42 Banner Street  
London  
EC1Y 8QE

within 15 days of the cover starting or the day on which **you** receive the policy and schedule, whichever is later, notifying **us** of **your** intention to cancel.

**We** will refund all premiums paid, via **your** issuing broker/agent, within 30 days from the date **we** received the notice of cancellation from **you**, except where a claim has been made by **you** within the 15 days. Please contact **your** issuing broker/agent where a refund is due.

If the premium is paid by direct debit, in the event of cancellation, **you** must ensure the relevant bank or building society is instructed to stop making payments.

### 9. **Our** cancellation

**We** may cancel **your** policy by giving **you** 14 days written notice of such cancellation where **we** have serious grounds for doing so, including any failure by **you** to pay the premium (or any instalment of premium) or to comply with the Part X – General Conditions under **your** policy which cannot be remedied. This notice will be posted to **you** at the last mailing address shown on the policy schedule. **We** will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused, providing no claims have been made. If the cancellation is due to failure by **you** to pay a premium or any instalment of premium **we** will cancel from the inception or renewal date of the policy or if **you** pay by instalments the date at which **your** payments have covered **you** up to. If a claim has been made, or there has been an incident which may give rise to a claim, no refund of premium will be given and all premiums will be due.

If **you** fail to comply with the Part IX – General Conditions **our** liability under the policy will be suspended from the date and time at which the breach occurred and up until the date and time at which the breach is remedied, if it can be remedied, with the result that **we** will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period of suspension.

### 10. **Your** cancellation

**You** may cancel this policy or any part of it at any time by notifying **us** in writing of the future date that the cancellation is to take effect. If **you** have not made a claim during the **policy period**, **we** will refund the proportion of any premium **you** have paid for the period of insurance left.

### 11. Currency

Please note that any limit or sum of money referred to in this policy wording shall be converted to the currency used in the schedule at the AIG corporate exchange rate applicable at the date of the claim / incident. Details of the applicable exchange rate are available upon request.

### 12. Law

Unless the schedule provides to the contrary, this contract will be governed by English Law, and **you** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales, unless **you** reside in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

## PART X – GENERAL CONDITIONS

### 13. Liberalisation

If **we** broaden the cover provided by this policy without an additional premium charge, the changes will automatically apply to **your** policy.

### 14. Maintenance

**You** must maintain **your home** in a good state of repair.

### 15. Other insurance

If a loss covered by this policy would be covered under another insurance if this policy did not exist, **we** would only be liable for the amount exceeding the cover available under that other insurance up to the limit of liability that applies under this policy.

### 16. Recovery from third parties

If **you** or an **insured person** has the right to recover from a third party all or part of any payment made under this policy, those rights are transferred to **us** following, and to the extent of, **our** payment under this policy. **You** or an **insured person** must not do anything after the loss to impair such rights of recovery. At **our** request and cost, **you** or an **insured person** will bring an action or transfer those rights to **us** and help **us** enforce them in **our** attempt to recover **our** payment.

### 17. Rights of third parties

This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

### 18. Sum insured adequacy

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

Full value should represent:

- a. for the **home** and **other permanent structures** – the full rebuilding cost including removal of debris and professional fees;
- b. for **contents** and personal possessions – the replacement cost as new; and
- c. for **collections** – the current **market value**.

If **you** do not do this it may prejudice the settlement of any claim being made in full.

### 19. Renewal

Please note that **your** policy will be automatically renewed at the end of the **policy period** as per the terms contained in the annual renewal notice unless **we** hear otherwise. **We** reserve the right not to renew **your** policy if **you** have made **us** aware or **we** otherwise become aware of any changes to **your** circumstances and/or information **you** have provided previously, or any new statement of fact, which may affect **our** acceptance of **your** policy.

If **you** usually pay **your** premium to **your** broker, please continue to do so, or if **you** currently pay **your** premium by monthly direct debit, **we** will automatically amend **your** monthly payments to reflect the new renewal premium.

If **we** elect not to renew this policy, **we** will notify **your** broker not less than 10 days before the end of the **policy period** as stated in the schedule.

**We** will write to **you** in advance of **your** renewal date with **our** offer to renew, or to give **you** plenty of time to make other arrangements if **we** are unable to renew **your** insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next **policy period** which, unless **you** have advised **us** otherwise, will automatically proceed if **you** continue to pay **your** premium. Where **we** have agreed to collect this premium automatically **we** will continue to do so unless **you** tell **us** differently. If **you** do not wish to renew **your** insurance please let **us** know before the renewal date of **your** policy.

## PART X – GENERAL CONDITIONS

### 20. **Unoccupied homes** security and heating

If the **home** is to be left **unoccupied** for more than 60 consecutive days the following conditions apply.

a. **You** must:

- i. maintain the security precautions at the **home** as stated in **your** statement of fact document;
- ii. advise **us** before changes to the security at the **home** are made; and
- iii. put all the security precautions into operation whenever the **home** is left **unoccupied**.

b. During the period from the 1st November to 1st April of every year **we** will not pay a claim for escape of water and/or oil or freezing water, unless:

- i. central heating is installed and in operation to maintain at all times a minimum of 10 degrees celsius or the water is turned off at the mains and the water system is drained; and
- ii. the gas (if any) and electricity supplies are turned off at the mains when not used for the central heating system or the security of the **home**.

c. **We** will not pay any claim caused by theft or attempted theft, loss or damage in respect of **jewellery**, watches, furs, gold or silver articles (including plate) from the **home**.

### 21. Losses not covered by this policy

If, by law, **we** must make a payment that is not covered by the policy, **we** have the right to recover the payments from **you** or the person who is liable.

### 22. Payment of premium

**You** must pay the premium shown in the schedule. No claims will be met if the premium is not paid.

### 23. Recovered Property

After **we** have paid a claim, if **we** recover any item, **we** will write to **you** at the correspondence address shown on **your** schedule to give **you** the option to buy back the recovered item. The cost to buy back the recovered items will be either:

- a. the amount **we** paid for the claim; or
- b. market value of the item at the time **we** recover it.

whichever is the lesser amount.

## PART XI – COMPLAINTS AND COMPENSATION

At Azur **we** welcome **your** feedback as it helps **us** provide a better service for **you**. If **you** have any comments or want to make a formal complaint, please visit **our** website at one of the links below, complete the form and send the email. Alternatively phone **us** or write to **us** using the appropriate contact details below:

### CLAIMS RELATED COMPLAINTS

Claims Manager  
Private Client Group  
Azur  
Discovery House  
2nd floor  
28-42 Banner Street  
London  
EC1Y 8QE

Telephone: +44 (0)20 3319 8999  
Email: [complaints@azuruw.com](mailto:complaints@azuruw.com)  
Online: [www.azuruw.com/contact-us/complaints](http://www.azuruw.com/contact-us/complaints)

### ALL OTHER COMPLAINTS

Customer Relations  
Private Client Group  
Azur  
Discovery House  
2nd floor  
28-42 Banner Street  
London  
EC1Y 8QE

Telephone: +44 (0)20 3319 8907  
Email: [complaints@azuruw.com](mailto:complaints@azuruw.com)  
Online: [www.azuruw.com/contact-us/complaints](http://www.azuruw.com/contact-us/complaints)

Lines are open Monday to Friday from 9.15am to 5pm, excluding bank holidays.

**We** will acknowledge complaints within 3 business days of receiving it, keep **you** informed of progress and do **our** best to resolve matters to **your** satisfaction within 8 weeks. If **we** are unable to do this **you** may be entitled to refer the complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this when **we** provide **our** final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if **you** have not provided **us** with the opportunity to resolve it.

**DAS** will always aim to give **you** a high quality service. If **you** think **DAS** have let **you** down, **you** can contact **DAS** using the appropriate contact details below:

Customer Relations Department  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Telephone: 0344 893 9013  
Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)  
Online: [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

Further details of **DAS** internal complaint-handling procedures are available on request.

If **you** are not happy with the complaint outcome or if **DAS** have been unable to respond to **your** complaint within 8 weeks, **you** can ask the Financial Ombudsman Service for a free and independent review of **your** complaint.

**You** can contact them using the appropriate contact details below:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Online: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)



## PART XI – COMPLAINTS AND COMPENSATION

DAS is covered by the Financial Services Compensation Scheme (FSCS).

**You** may be entitled to compensation from the scheme if **DAS** cannot meet its obligations. This will be dependent on the type of business. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

Using these services does not affect **your** right to take legal action.

If **you** wish to make a complaint in relation to the Cyber section, **you** should contact:

The Customer Relations Leader  
HSB Engineering Insurance Limited  
Chancery Place  
50 Brown Street  
Manchester  
M2 2JT

Telephone: +44 (0) 330 100 3433 (Calls to this number are charged at the same standard landline rate as calls to 01 or 02 numbers.

Email: [complaints@hsbeil.com](mailto:complaints@hsbeil.com)

When **we** receive **your** complaint **we** will:

- confirm this within five business days;
- pass it to **our** complaints team to be reviewed; and
- do **our** best to deal with **your** complaint within four weeks. If **we** cannot, **we** will write to **you** and let **you** know when **we** will be able to give **you** a final response.

The Financial Ombudsman Service can be contacted at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Call: 0800 023 4567 or 0300 123 9 123

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

Online: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If **you** wish to complain about an insurance policy purchased online **you** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>.

Following this complaint procedure does not affect **your** right to take legal action.

## PART XI – COMPLAINTS AND COMPENSATION

### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

**Your** insurance is covered by the FSCS. If **our** insurers are unable to meet their financial obligations **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) and on 020 7741 4100, or 0800 678 1100.



For more information,  
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[www.azuruw.com](http://www.azuruw.com)

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