HOME INSURANCE ENHANCED

POLICY BOOKLET AND POLICY SUMMARY.

Legal & General working in association with:

EVERY DAY MATTERS.® AQUEDUCT UNDERWRITING LIMITED





Thank you for choosing Home Insurance Enhanced. This product is introduced by Legal & General and arranged and administered by Aqueduct Underwriting Limited (Aqua).

This document is to be read in conjunction with the policy schedule and any endorsements issued to you. The insurance cover has been arranged in accordance with the information that you supplied to your insurance intermediary. If you wish to make changes or have any questions concerning your insurance requirements please speak to your insurance intermediary as soon as possible.

I hope you will never need to have recourse to this policy, but in the event that you do I assure you that Aqua will deal with your claim swiftly and without fuss. To make a claim on the policy, please refer to page 16.

Aqua provides very high standards of service; if you ever feel that we could have handled a situation better or if you have any suggestions as to how we could improve our service further please do not hesitate to contact me.

PAUL WOODS

Head of UK Underwriting Aqueduct Underwriting Limited



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THE MEANINGS OF WORDS IN THIS POLICY

(except Section 04 and the Policy Summary).

Words with special meanings are defined here or in the part of the policy where they are used. Defined terms will be black and **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 legal entity) named as the Insured on the schedule and any family member permanently residing with them at the residence and not paying commercial rent. The words 'we', 'us', 'our' and 'ours' mean the insurers named on the schedule.

The following words have the following meanings 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.

BODILY INJURY

Bodily harm, including resulting sickness, disease or death that results from a covered loss.

BUILDINGS

The main building and other permanent structures.

BUSINESS

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

BUSINESS EQUIPMENT

Computer equipment, facsimile machines, photocopiers, typewriters, scanners, word processors, telecommunications equipment and office furniture.

CONTENTS

Household goods (including garden machinery) and personal property owned by, or in the possession of, you or a family member. Contents does not include valuable articles. If you or a family member are a tenant, contents includes additions, alterations, installations or fixtures that you paid for, or are responsible for, at your residence.

DAMAGES

A sum required to settle a claim, whether settled or agreed to in writing by **us** or determined by arbitration or judicial proceedings.

DOMESTIC EMPLOYEE

A person you employ to carry out domestic duties associated with the residence including the provision of care for you and incidental business duties, who you do not employ in any capacity connected with your trade or profession other than for incidental business.

FAMILY MEMBER

Any member of your household including your domestic employees, who reside with you on a permanent basis.

FINE ART

Paintings, etchings, statuary, antiques and other bona fide works of art with historical value or artistic merit.

HEAVE

Upward movement of the ground beneath the **building**.

HOME

The main dwelling, including service pipes, cables and underground tanks supplying the main dwelling at each location named on the schedule.

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; or 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.

INSURED PERSON

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

JEWELLERY

Articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals, this also includes watches made of any substance, and set or unset gemstones.

LANDSCAPING

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

LANDSLIP

Any downward movement of sloping ground.

LOSS OF LIMB

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

LOSS OF EYE

Total and irrevocable loss of sight in one or both eyes.

MAIN BUILDING

The main dwelling, including service pipes, cables and underground tanks supplying the main dwelling at each location named on the schedule.

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.

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 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, including continuous or repeated exposure to the same general harmful conditions, which occurs during the policy period and results in personal injury or property damage; or
- an offence, including a series of related offences, committed during the policy period that results in personal injury or property damage;

that may result in a claim under this policy.

OTHER PERMANENT STRUCTURE

Any outdoor structure **you** own that is used solely for domestic or **incidental business** purposes and that is situated within the grounds of **your home** at a location listed in the schedule which is:

- a. not attached to your home; or
- b. a boundary wall attached to your home.

This includes any swimming pool, barn, cottage, garage or greenhouse in such grounds.

PERSONAL INJURY

The following injuries, or death resulting from:

- a. bodily injury;
- b. wrongful detention, false imprisonment or false arrest:
- c. shock, emotional distress, mental injury;
- d. invasion of privacy;

or the following resulting from an **insured person** acting in a personal capacity only and not arising from an **insured person's business**, investment activity or any activity intended to generate a profit:

- e. defamation, libel or slander;
- f. malicious prosecution; or
- g. wrongful 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.

PRECIOUS METAL

Plated ware, tableware, trays, trophies and similar household articles (but not **jewellery**) made of silver, gold, platinum or pewter.

PROPERTY DAMAGE

Physical injury 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, repair, replace or rebuild a structure at the same location with materials and workmanship of like kind and quality. This includes:

- fees payable to architects, surveyors and consulting engineers;
- the cost of complying with the building regulation of a government or local authority; and
- 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.

RESIDENCE

Any home, property or **other permanent structure** and grounds that **you** own or reside in which are listed as insured on the schedule.

SETTLEMENT

Downward movement as a result of the ground being compressed by the weight of the **building** within ten years of construction.

SUBSIDENCE

Downward movement of the ground beneath the **building** other than by **settlement**.

TENANT'S IMPROVEMENTS

Improvements, fixed additions, alterations or installations made to the **buildings** where **you** are a leaseholder or tenant and that are not insured elsewhere.

TERRORISM

The use of force or violence or the threat thereof committed for political, religious, or ideological purposes and with the intention to influence any government 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 with sufficient facilities and effects for **you** to cook, wash, sleep and live, every day in normal manner.

VALUABLE ARTICLES

Fine art, jewellery, precious metals, guns, furs, collections of rare, unique or novel items of personal interest (for example, dolls, toy soldiers, model trains) and memorabilia, for which a sum insured is shown in the Valuable Articles section of your schedule.

WASTE

Material to be disposed of, recycled, reconditioned or reclaimed.

WATERCRAFT

A boat or craft designed for use on or over water.

GENERAL TERMS AND CONDITIONS.

Aqueduct Underwriting Limited issues this insurance cover which is provided by insurers at Lloyd's of London except for Section 04 – Family Legal Protection where cover is provided by DAS Legal Expenses Insurance Company Limited. Aqueduct Underwriting Limited also trades as 'Aqua'.

This policy, the schedule, any endorsement that accompanies it and the statement of fact, set out the contract 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 is only operative where indicated on **your** policy schedule.

We have relied on the information that you have provided to us either directly or via your insurance intermediary. For this contract to be valid, all the information you have given us must be true and complete. You must notify us of any change to, or error in, the information that you have previously declared to us, contained in the policy schedule or in the statement of fact. We will tell you if any such information affects your insurance or results an additional premium. If you do not tell us, it may affect any claim you make or it could invalidate this insurance.

You must take care to ensure that all of the information provided is accurate and complete.

Various provisions in this policy restrict or exclude cover. Read the entire policy carefully to determine **your** rights and duties, and what is and is not covered. **We** have no duty to provide cover unless there has been full compliance with the policy's general terms and conditions.

1. Changes That You Must Tell Us About

If 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 reasonably possible as this may affect **your** policy and **your** ability to claim under it. **You** must tell **us** immediately, unless **you** have already done so, if:

- the residence or its grounds are open to the public;
- works are underway or planned during the policy period, that will cost £50,000 or more
 or that necessitates you vacating the residence;
- any business activity, other than as defined as incidental business in the policy wording, is undertaken at the residence;
- the value of your contents, valuable articles or jewellery increases;

- there is any item you have chosen not to insure;
- there has been an increase in the amount that it will cost to rebuild your buildings;
- the **residence** is let to a tenant, lodger or holiday maker:
- the residence is occupied by anyone other than you and your domestic staff;
- the residence is not used as your main family home;
- the **residence** is, or will be, left unoccupied for more than 60 consecutive days;
- the residence is, or will be, not adequately furnished with sufficient facilities and effects for you to cook, wash, sleep and live, every day in a normal manner;
- there is any change to the security devices or if they cease to work or be used;
- there is any change to the intruder or fire alarm system, its method of signaling, the cancellation of the relevant maintenance contract or it ceases to work or be used
- the **residence** is not maintained in a good state of repair;
- your occupation has changed;
- you have been declared bankrupt, had bankruptcy procedures taken against you, received a County Court judgment or entered into an arrangement with creditors;
- you have been convicted of, or received a police caution for, or charged with but not
 yet tried for, any offence other than a driving offence or a conviction spent under the
 Rehabilitation of Offenders Act 1974;
- you have had an insurer refuse cover, invoke cancellation, refuse to renew cover or agree to accept cover but only with special terms;
- there is any claim or potential claim, or an incident that could lead to a claim.

If you are in any doubt, please contact us.

Upon receipt of **your** notification of any change in circumstance, **we** may amend the terms of this policy and or charge an additional premium.

No change or modification of this policy shall be effective except when made by written endorsement signed by ${\bf us}$.

2. Concealment or Fraud

The entire policy may be void and be treated as never having existed if, whether before or after a loss, **you** or an **insured person** or someone acting on **your** or an **insured person's** behalf has:

- a. intentionally concealed or misrepresented any material fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements:

relating to this insurance.

3. 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;
- 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:
 - help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
 - ii) trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or 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.

4. Claims Database

Under the conditions of **your** policy **you** must tell **us** about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When **you** tell **us** about an incident **we** may pass information relating to it to a database.

We may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

On payment of a small fee **you** are entitled to receive a copy of the information **we** hold about **you**. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to:

The Data Protection Officer

Aqueduct Underwriting Limited
One Whittington Avenue
London EC3V 1LE

5. Sum Insured Adequacy

You must keep the sums insured at a level which represents the full value of the property. Full value should represent:

- for the home and other permanent structures the full rebuilding cost using similar materials to the same standard of finish including VAT where applicable;
- b. for contents, jewellery, guns, furs and personal possessions the replacement cost as new;
- for fine arts, collections of stamps, coins and medals, and precious metal the current market value.

If you do not do this it may prejudice the settlement of any claim being made in full.

6. 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:

- maintain all security devices, locks, bolts, safes and alarms at the home in good working order at all times;
- ii) advise us before changes to the security at the home are made; and
- put all the security devices, locks, bolts, safes and alarms into operation whenever the home is left unoccupied.
- During the period from 1 November to 1 April we will not pay a claim for escape of water and/or oil or freezing water, unless;
 - 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, guns or items of precious metal unless we are given prior notice of the unoccupancy and we agree to provide cover.

You must tell us if the property is to become unoccupied at least seven days prior to the commencement of the period of unoccupancy so that we may inform you whether we will continue to provide cover and if so, what additional premium, special conditions and exclusions will apply. In the event that you do not notify us accordingly, then the Unoccupied Home Excess detailed in Section 01 Buildings and Contents, sub-section B How We Pay a Claim, part 3 'How Your Excess Applies' will apply in addition to the conditions and exclusions detailed above.

7. Bankruptcy or Death

The **insured person's** bankruptcy or insolvency shall not relieve **us** of any of **our** obligations. 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**.

8. Works to Your Residence

You must notify **us** of any planned or ongoing repair, renovation, restoration, construction, building work or decoration to **your home** or **other permanent structure** with a value that exceeds £50,000 or which necessitates **you** vacating the **home** or the **home** not being adequately furnished to be lived in normally, at least two weeks prior to the works commencing or at the inception of this policy. Upon receipt of **your** notice to commence building works, **we** will inform **you** whether **we** will continue to provide cover and if so, what additional premium, special conditions and exclusions will apply. In the event that

(continued)

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** or **other permanent structure**, or terminate the policy.

You must not enter into a contract that restricts or removes your or our legal rights against the contractor unless we agree in writing.

9. Currency

Where the policy is issued in a currency other than pounds sterling, the policy limits in this document will be converted to the applicable foreign currency using the Oanda® Currency Converter exchange rate applicable at the time of the commencement of the relevant policy period.

10. Law

Unless some other law is agreed in writing between **you** and **us**, this contract will be governed by English law and practice and to the exclusive jurisdiction of the courts of England and Wales, unless **your** main residence is in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable to that territory will apply and its courts will have exclusive jurisdiction.

11. Assignment

No one covered under this policy may assign or turn over any right or interest in regard to the policy without **our** written consent.

12. Changes to Legislation

In this policy, any reference to an Act or Order is a reference to that enactment as amended, extended or applied by any other enactment.

13. 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.

14. Several Liability Notice

The subscribing insurers are certain underwriters at Lloyd's (whose contracts carry the seal of the Lloyd's Policy Signing Office) and certain insurance companies whose names and the percentage share each has taken on is shown on the schedule. Each subscribing insurer is only liable for that insurer's own share of the risk and not for any other share. The subscribing insurers' obligations are several and not joint and are solely limited to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who, for any reason, does not satisfy all or part of its obligations.

15. Cooling off period

If this cover does not meet **your** requirements, **you** may return this policy and schedule to **your** insurance intermediary within 15 days of the cover starting or the day on which **you** receive the policy and schedule, whichever is the later.

We will refund all premiums paid within 30 days from the date **we** received the notice of cancellation from **you**, except where a claim has been made by **you**. Please contact your issuing intermediary to obtain this refund.

16. 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.

17. Our Cancellation

We may cancel this policy or any part of it at any time by giving **you** 21 days notice in writing. This notice will be posted to **you** by special delivery at the last mailing address shown on the schedule. **We** will refund the proportion of any premium **you** have paid for the period of insurance left.

In the event of the whole or part of any premium being unpaid 14 days from the day that the premium was due (including non-payment of a direct debit), **we** may cancel this policy. The cancellation will be effective from:

- in the case of non-payment of the initial, renewal or first instalment premium for the
 policy period, the start of the policy period and the policy will become void;
- b. in any other case, the date that the premium was due.

18. Auto-renewal

Your policy will be automatically renewed at the end of the **policy period** unless **you** inform **us** or **we** inform **you** to the contrary. Please be aware that **we** can only guarantee automatic renewal if **you** have made **us** aware of any change as required in the sub-section 'Changes That You Must Tell Us About' on page 8 of this policy. If you usually pay **your** premium to an intermediary or to **us**, either directly or via a direct debit facility, please continue to do so.

19. Other Insurance

If a loss covered by this policy is also covered by other insurance, **we** will pay only the rateable proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

20. Recovery from Third Parties

If you have the right to recover from a third party all or part of any payment made under this policy, those rights are transferred to us. 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.

21. Your Duties After a Loss

In the event of an **occurrence** which is likely to involve 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 the **insured person** (where applicable) must:

- a. give prompt notice to us.
- 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;
- immediately notify the credit card, bank card or card issuing company in case of loss or suspected loss under credit card cover;
- d. protect the property from further damage. If repairs to the property are required, you must:
 - i) make reasonable and necessary repairs to protect the property; and
 - ii) keep an accurate record of all repair expenses;
- e. provide us with bills, receipts and related documents;
- f. as often as we reasonably 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;
- g. provide **us** with the names and addresses of any known persons injured and any available witnesses:
- contact us immediately by telephone as soon as you become aware that legal proceedings are likely to be taken against you or an insured person and forward any papers or correspondence relating to such proceedings to us within 48 hours of receipt;
- i. provide us with any legal documents and other documents which will help us defend any insured person; and
- 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 an insured person;
 - iii) to attend hearings and trials; and
 - iv) to secure and give evidence and obtain the attendance of witnesses.

22. War or Similar Risks

We do not cover any loss, damage, expense or liability, in relation to **bodily injury** or **property damage**, directly or indirectly caused by war, undeclared war, civil war, insurrection, rebellion, revolution, invasion, act of foreign enemy, hostilities (whether war be declared or not), warlike acts by a military force or military personnel or seizure or use of property for a military purpose. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

23. 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**.

24. Multiple Excesses

In the event of a covered loss under Section 01 – Buildings and Contents and Section 02 – Valuable Articles where more than one excess may be applicable, only the largest excess will apply.

25. Maintenance

You must maintain your home in a good state of repair.

26. Arbitration

If you and we fail to agree on the amount of loss, either party may make a written demand that each selects an independent appraiser. In this event, the parties must notify each other of their selection within 20 days. The independent appraisers will select an arbitrator within 15 days. If an arbitrator is not agreed upon within that time, either party may request the arbitrator be selected by the Association of British Insurers or Financial Conduct Authority. The independent appraisers will then appraise the loss and submit any differences to the arbitrator. A decision in writing agreed to by the two appraisers or either appraiser and the arbitrator will be binding. Each appraiser will be paid by the party that has selected the appraiser. Expenses will be allocated at the discretion of the arbitrator.

HOW TO MAKE A CLAIM.

We want **your** claim to be settled swiftly and in full so that **you** may put the event leading to a claim behind **you** as soon as possible.

This policy and the policy schedule details the terms, conditions and level of cover that applies. In the event of an **occurrence** that may give rise to a claim **you** must:

- report the occurrence to us as detailed on your policy schedule as soon as reasonably practical;
- 2. also report the **occurrence** to the police if it involves a lost item or if **you** suspect that a crime has been committed and obtain a crime reference number;
- 3. take all reasonable measures to prevent or lessen the possibility of further loss or damage. Please retain receipts as these may form part of **your** claim;
- 4. provide **us** with the information that **we** or they require.

If **our** position is prejudiced by non-compliance with the points above, then this may affect **our** acceptance of **your** claim.

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** how best to resolve the situation quickly and to **your** satisfaction. Calls may be monitored or recorded to improve **our** service and for security or regulatory purposes.

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

Sections 01, 02 and 03 - Buildings, Contents, Valuable Articles and Liability

To make a claim under any of these sections, please call:



0800 027 5333



Outside of office hours, please call the emergency claim reporting helpline on 0800 294 2188 claims@aquaunderwriting.com

Section 04 - Family Legal Protection

To make a claim under this section, please contact DAS Legal Expenses Insurance Company Limited (DAS) quoting policy number TS3/6724646.



0117 934 0553



newclaims@das.co.uk



DAS Legal Expenses Insurance Company Ltd.

DAS House

Quay Side

Temple Back

Bristol

BS1 6NH

DAS will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, DAS will give you a claim reference number. At this point DAS will not be able to tell you whether you are covered but will pass the information to the claims handling team and explain what to do next.

SECTION 01.BUILDINGS AND CONTENTS.

A. BASIS OF COVER

This section of **your** policy covers **you** against all risks of physical loss or damage to **your buildings** 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. HOW WE PAY A CLAIM

 Amount of Cover for Your Main Building and Other Permanent Structure.

The amount **we** will pay is shown in **your** schedule.

In the event of a covered loss we will pay the reconstruction cost of your main building or other permanent structure, up to the sum insured shown for that location on your schedule, for each occurrence.

In the event of 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**, if the damage has been repaired or reinstated.

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.

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.

2. Amount of cover for Your Contents.

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.

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:

Unoccupied Home Excess

If the **home** is **unoccupied** and **you** did not notify **us** the excess that will apply will be the greater of:

- i) 5% of the main building sum insured; or
- ii) 5% of the combined contents and valuable articles sums insured;

unless a higher excess already applies as shown in **your** schedule.

We draw your attention to the sub-section, Unoccupied Homes Security and Heating, on page 11 of this policy wording: in some circumstances, we will not pay a claim for certain items or for the escape and/or freezing of water unless you have complied with the conditions therein.

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 of the following amounts is less:

- a. the cost to replace the lost or damaged property;
- the cost to restore or repair the damaged property to its pre-loss condition; or
- the difference between the market value of the pair, set or larger unit 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 remainder of the pair, set or unit to **us**.

If a carpet is damaged beyond repair **we** will only pay to have the damaged carpet replaced. **We** will not cover undamaged carpet in adjoining rooms.

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 for any item covered elsewhere in this policy:

i) money, banker's drafts, bank notes, postal orders, cheques, bullion or ingots ii) sailboards, surfboards, rowing boats and dinghies, including their accessories iii) trailers, horse trailers and trailer tents iv) fine art £100,000 v) furs £2,500 vi) guns £5,000 vii) precious metal (excludes jewellery) viii) stamps, coins and medals £2,500 ix) negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports or travel tickets x) outdoor items designed to be normally left outdoors including garden furniture, statues and ornaments			
rowing boats and dinghies, including their accessories iii) trailers, horse trailers and trailer tents iv) fine art £100,000 v) furs £2,500 vi) guns £5,000 vii) precious metal £2,500 (excludes jewellery) viii) stamps, coins and medals £2,500 ix) negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports or travel tickets x) outdoor items designed to be normally left outdoors including garden furniture, statues and	i)	bank notes, postal orders,	£5,000
and trailer tents iv) fine art £100,000 v) furs £2,500 vi) guns £5,000 vii) precious metal £2,500 (excludes jewellery) viii) stamps, coins and medals £2,500 ix) negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports or travel tickets x) outdoor items designed to be normally left outdoors including garden furniture, statues and	ii)	rowing boats and dinghies,	£5,000
v) furs £2,500 vi) guns £5,000 vii) precious metal (excludes jewellery) fix) negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports or travel tickets x) outdoor items designed to be normally left outdoors including garden furniture, statues and	iii)		£5,000
vi) guns £5,000 vii) precious metal (excludes jewellery) viii) stamps, coins and medals £2,500 ix) negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports or travel tickets x) outdoor items designed to be normally left outdoors including garden furniture, statues and	iv)	fine art	£100,000
vii) precious metal (excludes jewellery) viii) stamps, coins and medals £2,500 ix) negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports or travel tickets x) outdoor items designed to be normally left outdoors including garden furniture, statues and	v)	furs	£2,500
(excludes jewellery) viii) stamps, coins and medals £2,500 ix) negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports or travel tickets x) outdoor items designed to be normally left outdoors including garden furniture, statues and	vi)	guns	£5,000
ix) negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports or travel tickets x) outdoor items designed to be normally left outdoors including garden furniture, statues and	vii)		£2,500
securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports or travel tickets x) outdoor items designed to be normally left outdoors including garden furniture, statues and	viii)	stamps, coins and medals	£2,500
to be normally left outdoors including garden furniture, statues and	ix)	securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts,	£5,000
	×)	to be normally left outdoors including garden furniture, statues and	£10,000

b. We will pay up to the amount shown in your schedule for each occurrence for contents in the following category unless the loss is caused by breakage, in which case we will only pay up to the limit shown below. This special limit does not increase the amount of cover for your contents or for any item covered elsewhere in this policy. (continues)

(continued)

Crystal, china, porcelains, figurines, statues, sculptures, mirrors, wine bottles, glassware and similar items

c. 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. We will pay up to a maximum of £1,500 for any one item, pair or set.

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. The exclusions and limits of liability as described in Section 01, How We Pay a Claim 5. Special Limits of Liability, apply to these covers.

1. 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.

2. Trace and Access.

We will pay to remove and replace part of your residence in order to locate the source of escape of water or oil from any fixed tanks, apparatus, pipes or any fixed domestic heating installation subject to the following limits:

- i) if you are the owner of the buildings: up to the buildings sum insured; or
- ii) if you are a tenant: up to the contents or tenants improvements sum insured, whichever is the greater.

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

3. Loss of Oil or Metered Water.

We will pay up to £10,000 for the cost of loss of oil or metered water that has escaped from **your** heating or water system at a **residence** listed in **your** schedule.

4. 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. This includes accommodation for your domestic pets and horses. The maximum that we will pay for alternative accommodation costs is limited to:

- a. three years if the **buildings** are insured under this policy; or
- b. 25% of the combined contents and tenants improvements sums insured;
 whichever is the greater.
- 5. Fees, Expenses and Debris Removal.

We will pay up to 25% of the insured cost of repairs to your buildings to cover the necessary and reasonable expenses incurred for the costs of:

- a. architects, surveyors, consulting engineers and fees;
- b. removal of debris, demolition and making the site safe; and
- c. complying with local authority and government requirements provided that the building was constructed in compliance with the local authority or government regulations in force at that time. But we do not cover a requirement that was notified to you prior to the covered loss.

6. Business Equipment and Stock.

We will pay up to £10,000 in total for a covered loss to **business equipment**, but not more than £1,500 for business stock, that **you** own or lease at a **residence** listed on the schedule.

This cover applies only if **we** insure your **contents** at the same **residence**. These payments do not increase the sum insured for **contents**.

7. Newly Acquired Contents.

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 60 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** after the 60 days.

8. Contents Extended Replacement.

In the event of a covered claim where the cost of repairing or replacing your contents is greater than your contents sum insured, if you had a professional independent valuation that is not more than three years old at the date of the occurrence and you had insured your contents for at least the recommended value in the valuation, then we will pay up to 120% of the value in the valuation to repair or replace your contents.

If your contents are not repaired or replaced we will only pay up to the contents sum insured.

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 but we do not cover items that are covered by other insurance.

This cover applies only if your contents are insured under this policy. These payments do not increase the amount of your cover and only apply in excess of any other insurance cover in force. The maximum that we will pay for all guests and domestic employees is £5,000 in total per incident.

10. Marguees.

We will pay up to £10,000 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.

11. Data Replacement.

We will pay up to £2,500 in total for the retrieval or replacement of lost personal 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.

12. Emergency Access to the Residence.

We will pay for loss or damage as a direct result of forcible entry to the **residence** to attend a medical emergency.

13. Emergency Preventative Measures.

We will pay up to £2,500 for costs incurred by **you** in taking temporary measures which are reasonable to avoid or mitigate a potential claim caused by storm or flood.

14. Precautionary Repairs.

After an **occurrence** covered by this policy, **we** will pay up to £1,000 towards the reasonable expenses **you** incur for necessary repairs to protect **your home** against further loss from the same **occurrence**.

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

15. Fatal Injury.

We will pay up to £25,000 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.

16. 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.

17. 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 15 days. We also cover any loss of rent for up to 15 days if your residence is rented to others.

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

18. Garden and Landscaping.

We will pay up to £5,000 for a covered loss to your garden or landscaping, but no more than £1,000 for any one tree, shrub or plant, provided we insure your buildings at the same residence.

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.

19. Land.

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

We will pay up to 10% of the amount of a covered loss to **your buildings** for this cover.

20. Removal of Nests.

We will pay up to £1,000 for the removal of wasp, bee, mouse, rat or cockroach nests from **your home**.

21. 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 up to 25% of the combined buildings and contents sums insured shown in your schedule for that residence for 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.

Cover ceases immediately upon your residence becoming habitable. We do not cover any loss of rents due to termination of a lease or agreement.

22. 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.

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

24. Construction Materials.

If we are informed that building works are to take place at your residence and we insure the buildings or tenant's improvements at that residence, we will cover a maximum of £5,000 of materials and supplies that are owned by you and located at any 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 buildings or tenants improvements.

25. Damage Caused by Domestic Pets.

We will pay up to £1,500 per policy period for damage caused by domestic pets due to chewing, scratching, tearing or fouling.

D. EXCLUSIONS

The following exclusions apply to Section 01 – Buildings 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 under Section 01, sub-section C, Additional Covers. No. 6.

3. Confiscation.

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

4. Dishonest or Intentional Act.

We do not cover any loss, damage or misappropriation caused by a deliberate, dishonest or criminal act by you or a family member or by anyone acting on your or a family member's behalf. This exclusion does not apply to theft of insured property by a domestic employee.

5. Electronic Data.

We do not cover any loss or damage to any covered equipment, integrated circuit board, computer chip or computer software arising directly from its failure to correctly recognise the date or change of date or from computer virus, erasure or corruption of electronic data.

6. Erosion.

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

7. Existing Damage.

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

8. Faulty, Inadequate or Defective Planning or Construction.

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

- a. planning, development, surveying, siting;
- 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 off the residence.

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

9. Frost.

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

 Gradual Operating Causes or Deterioration, Breakdown, Wear and Tear.

We do not cover any loss or damage caused by:

- a. wear and tear, gradual operating causes or deterioration;
- b. inherent vice, latent defect, mechanical or electrical breakdown; or
- c. warping or shrinkage, rust or other corrosion, wet or dry rot.

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies. 11. 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.

12. Lottery, Gambling and Winnings.

We do not cover any loss or damage to tickets or slips, relating to lottery, pools, raffle or gambling, or any consequential loss of winnings.

13. Motorised Land Vehicles.

We do not cover any loss or damage to motorised land vehicles including their equipment and accessories or any electronic devices designed to be operated solely by power from the electrical system of that vehicle.

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.

14. 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.

15. 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.

16. 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, other than loss or damage to land or water unless another exclusion applies.

17. Radioactive, Chemical or Biological Contamination.

We do not cover any loss, damage, expense or liability, in relation to **personal injury** or **property damage**, directly or indirectly caused by:

- radioactivity or ionising radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or

- biological or chemical contamination resulting directly or indirectly from an act of terrorism.
- 18. Renovations and Repairs.

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

 Subsidence, Heave, Landslip and Structural Movement.

We do not cover any loss or damage to land, patios, terraces, swimming pools, 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 your home also sustains a covered loss or damage at the same time by the same event.

We 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.

We do not cover any loss or damage caused by the thermal expansion or thermal contraction of building materials, bulging, compaction of infill or **settlement**.

20. 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.

21. Tenant's Property.

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

22. Terrorism.

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

23. 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.

24. Watercraft.

We do not cover any watercraft other than those described under Section 01, sub-section B, How We Pay A Claim, No. 5, Special Limits of Liability, part (a) (ii). 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.

25. 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.



SECTION 02. VALUABLE ARTICLES.

A. BASIS OF COVER

This part of your policy covers you against all risks of direct physical loss or damage to valuable articles anywhere in the world unless stated otherwise in the policy or an exclusion applies.

The sum insured for each category of valuable articles, and for each scheduled item, is shown in your schedule.

B. HOW WE PAY A CLAIM

- 1. Payment for Specified Items and Unspecified Items.
- a. Specified Items
 - i) Total Loss

For a covered loss to an item listed in vour schedule of items, we will pay the sum insured for that item if it is lost or damaged beyond repair provided that you have supplied us with a corresponding valuation or receipt prior to the loss.

ii) Partial Loss

If only part of the specified item is lost or damaged, we will 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 will pay the difference. In no event shall payment exceed the sum insured for that item.

b. Unspecified Items

We will pay the amount required to repair or replace the property, whichever is less, without deduction for depreciation, for a covered loss to valuable articles 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 will pay the difference. We will not pay more than the maximum limit per article, pair or set 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 before and after the loss: or

(continued)

 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 part of the pair or set.

In no event shall payment exceed the sum insured for that pair or the maximum limit per article, pair or set 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**.

We draw your attention to the sub-section, Unoccupied Homes Security and Heating, on page 11 of this policy wording: in some circumstances, we will not pay a claim for certain items or for the escape and/or freezing of water unless you have complied with the conditions therein.

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, or the value shown in the schedule if this is less, which **you** are subsequently required by law to relinquish possession of due to:

- unforeseen discovery of the vendor's defective or lack of title to the purchased item by you; or
- 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:

- a. you bought the item during the period that the valuable article has been insured with us:
- b. you tell us about the claim during the policy period; and
- you make reasonable enquiries about the item's provenance before you bought it.

The most **we** will pay is £50,000 per **policy period**.

This extension does not apply to any items **you** inherited or that were given to **you**.

2. Newly Acquired Items.

We cover your newly acquired valuable articles provided you already have a sum insured shown in your schedule in the category that the newly acquired item would be insured under. The most we will pay is 20% 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 the newly acquired item within the first 60 days after your acquisition, and pay any additional premium from the date acquired. We reserve the right not to insure the newly acquired item once 60 days after the acquisition of such item has elapsed.

3. Death of Artist.

In the event of a covered loss we will pay up to 150% of the insured value of any specified fine art item within the immediate 12 months following the death of the artist provided that you can produce a purchase receipt or an independent professional valuation that is no more than three years old at the time of loss or damage and that you prove the increased value. The most we will pay under this extension is £100,000 in total for all such claims that you make during the policy period.

D. EXCLUSIONS

The following exclusions apply to Section 02 – Valuable Articles section of **your** policy:

Confiscation.

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

2. Dishonest or Intentional Act.

We do not cover any loss, damage or misappropriation caused by a deliberate, dishonest or criminal act by you or a family member or by anyone acting on your or a family member's behalf. This exclusion does not apply to theft of insured property by a domestic employee.

3. Electronic Data.

We do not cover any loss or damage to any covered equipment, integrated circuit board, computer chip or computer software arising directly from its failure to correctly recognise the date or change of date or from computer virus, erasure or corruption of electronic data.

4. Existing Damage.

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

Gradual Operating Causes or Deterioration, Breakdown, Wear and Tear.

We do not cover any loss or damage caused by:

- a. wear and tear, gradual operating causes or deterioration;
- b. inherent vice, latent defect, mechanical or electrical breakdown;
- warping or shrinkage, rust or other corrosion, wet or dry rot; or
- d. aridity, dampness or temperature extremes.

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

6. Internet or Mail Order.

We do not cover any loss caused by you not receiving, or receiving but in a damaged state, goods or services you have paid through any internet, telephone or mail order facility.

7. 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.

8. Jewellery or Precious Metal in the Bank.

We do not cover any loss to jewellery or precious metal described in the schedule as 'whilst in bank only' while these items are out of a bank vault, unless we agree in advance that we will cover them.

9. Jewellery in the Safe.

We do not cover any loss to jewellery described in the schedule as 'whilst in safe only' 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.

10. 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.

11. 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.

 Radioactive, Chemical or Biological Contamination.

We do not cover any loss, damage, expense or liability, in relation to **personal injury** or **property damage**, directly or indirectly caused by:

- radioactivity or ionising radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel:
- the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- biological or chemical contamination resulting directly or indirectly from an act of terrorism.

13. Repair and Restoration.

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

14. 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.

15. Terrorism.

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

16. 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.

17. Use.

We do not cover loss or damage to any valuable articles.

- a. held or used for any trade, business or profession; or
- b. caused during misuse.



SECTION 03. 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. HOW WE PAY A CLAIM

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 Covers, except a settlement payment, are in addition to the liability sum insured shown in your schedule.

C. DEFENCE COVERS

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 defend 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.

(continued)

1. Credit Cards and Forgery.

We will pay up to a total of £25,000 for any amount **you** or a **family member** are legally obligated to pay resulting from:

- theft or loss of a bank card or credit card issued in your or a family member's 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.

You must check your card and bank statements and report any suspect card or cheque transaction to the relevant card issuing company or bank, within 90 days of the transaction or earlier if the card issuing company or bank so require. We do not cover any loss where your card issuing company or bank will not confirm that you have reported the suspect transaction to them within 90 days or will not confirm that all of the terms and conditions for using the card, cheque or negotiable document have been complied with.

At **our** option **we** may defend a claim or suit against **you** or a **family member** for forgery, counterfeiting or for loss or theft of a bank card or credit card.

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

Defective Premises Act.

We will cover damages you are legally liable to pay under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, 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 obligated to pay for injury or illness to domestic employees incurred pursuant to the Employers Liability (Compulsory Insurance) Act 1969 arising from work that is undertaken during the period of insurance.

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. Reversal of Damages.

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

- a. accidental bodily injury; or
- b. accidental loss or damage to property;Provided that:
- 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 pending or 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.

However, this exclusion does not apply to personal injury or property damage arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft chartered by you with qualified and professional crew and operated solely by a licensed pilot.

2. Business Pursuits.

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

However, this exclusion does not apply to:

- voluntary work for a registered charitable, religious or community group; or
- b. incidental business activity; or
- the letting of your residence provided that you have told us of the letting arrangement prior to the occurrence.
- 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.

Personal injury or property damage arising out of the ownership, custody or control by or on behalf of any insured person's of a dog to which Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991 applies.

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. Electronic Data.

Personal injury or property damage arising out of transmission of a computer virus, erasure or corruption of electronic data.

9. Financial Guarantee.

The use of any **home** used as an **insured person's** guarantee of financial performance of any organisation, **insured person** or other individual. This policy does not cover financial default, bankruptcy or insolvency.

10. 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.

11. Insured Person.

Personal injury to an insured person.

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 or motorcycles of under 51cc used within the grounds of a location listed on the schedule or used anywhere else except where the Road Traffic Act or similar legislation states that the user must have motor liability insurance;

- 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. 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.

14. Nuclear Hazard.

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

15. Pollution.

Personal injury or property damage caused directly or indirectly by pollution or contamination unless:

- a. caused by a sudden and identifiable, unintended and unforeseen accident;
- the accident causing the pollution or contamination is reported to us as soon as reasonably possible; and
- c. the accident occurs in its entirety during the **policy period**.

16. 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.

 Radioactive, Chemical or Biological Contamination.

We do not cover any loss, damage, expense or liability, in relation to **personal injury** or **property damage**, directly or indirectly caused by:

- radioactivity or ionising radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- biological or chemical contamination resulting directly or indirectly from an act of terrorism.
- 18. 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.

19. Terrorism.

Personal injury or property damage caused directly or indirectly by biological or chemical contamination resulting directly or indirectly from an act of terrorism.

20. 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.

21. Watercraft.

Personal injury or property damage arising out of the ownership, maintenance, use, operation, loading or unloading of any watercraft that is:

- a. non-mechanically powered and twentysix (26) feet in length or more; or
- b. mechanically powered and:
 - i) twenty-five (25) or more horsepower; or
 - ii) which is owned by you or a family member or lent or rented to you or a family member for longer then thirty (30) days.
- 22. 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.

23. Wrongful Termination.

Personal injury arising out of wrongful termination of employment.

SECTION 04. FAMILY LEGAL PROTECTION.

This cover under this section is provided by DAS Legal Expenses Insurance Company Limited.

HOW WE CAN HELP

To make a claim under this section, please phone **us** on 0117 934 0553 and quote policy number TS3/6724646. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice.

If your dispute needs to be dealt with as a claim under this section, we will give you a claim reference number. At this point we will not be able to tell you whether you are covered but we will pass the information you have given us to our claims-handling teams and explain what to do next.

If you prefer to report your claim in writing, you can send it to our Claims Department at the following address:

Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Or you can email your claim to us at newclaims@das.co.uk

WHEN WE CANNOT HELP

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

PROBLEMS

We will always try to give you a quality service. If you think we have let you down, please write to our Customer Relations Department at our

Head Office address shown below. Or **you** can phone **us** on 0117 934 0066 or email **us** at **customerrelations@das.co.uk**

Details of **our** internal complaint-handling procedures are available on request.

Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited DAS House

DAS House

Quay Side

Temple Back

Bristol BS1 6NH.

Registered in England and Wales, number 103274.

Website: www.das.co.uk

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at:

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

You can also contact them on 0845 080 1800 or email

complaint.info@financial-ombudsman.org.uk.

Website: www.financial-ombudsman.org.uk (Using this service does not affect your right to take legal action.)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

THE MEANINGS OF WORDS IN THIS SECTION.

COSTS AND EXPENSES

- a. accountant's costs means all reasonable and necessary costs chargeable by the representative.
- b. attendance expenses means the insured person's net salary or wages for the time that the insured person is off work. We will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for. The amount we will pay is based on the following:
 - the time the insured person is off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours:
 - ii) if the insured person works full time, the salary or wages for each day equals 1/250th of the insured person's yearly salary or wages;
 - iii) if the insured person works part time, the salary or wages will be a proportion of the insured person's weekly salary or wages.

If the **insured person** is self employed, **we** will pay net salary or wages that the **insured person** draws from the business to cover their own personal cost-of-living expenses.

c. communication costs means costs of phone calls, faxes or postage incurred by the insured person to communicate with the police, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents.

- d. legal costs means all reasonable and necessary costs charged by the representative on a standard basis, or in accordance with the Predictable Costs scheme, if this is appropriate.
- e. opponents' costs means the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.

DATE OF OCCURRENCE

- a. For civil cases, the date of occurrence is the date of the event which leads to a claim.
 If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events.
- b. For criminal cases, the date of occurrence is when the insured person began, or is alleged to have begun, to break the criminal law in question.
- c. For Insured Incident 6 Tax Protection,
 the date of occurrence is when
 HM Revenue & Customs first notifies the insured person in writing of their intention to make an enquiry.

DAS STANDARD TERMS OF APPOINTMENT

Means the terms and conditions (including the amount **we** will pay to a **representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

FULL ENQUIRY

Means an extensive examination by HM Revenue & Customs which considers all aspects of the **insured person's** self-assessment tax return, but not enquiries which are limited to one or more specific aspects of the **insured person's** self-assessment tax return.

IDENTITY THEFT

Means the theft or unauthorised use of an **insured person's** personal identification which has resulted in the unlawful use of their identity.

INSURED PERSON

Means you, and any member of your family who always lives with you. Anyone claiming under this section must have your agreement to claim.

PERIOD OF INSURANCE

Means the period for which **we** have agreed to cover an **insured person**.

PREFERRED LAW FIRM

Means a law firm or barristers' chambers we choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with your claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

REPRESENTATIVE

Means the lawyer, accountant or other suitably qualified person whom **we** appoint to act for an **insured person** in accordance with the terms of this section.

TERRITORIAL LIMIT

- a. For Insured Incident 2 Contract Disputes this means the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- b. For Insured Incident 3 **Bodily Injury** this means worldwide.
- c. For all other Insured Incidents this means the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

WE, US, OUR

Means DAS Legal Expenses Insurance Company Limited.

YOU, YOUR

Means the person who has taken out the cover in this section.

COVER.

We agree to provide the insurance in this section, as long as:

- a. the premium has been paid; and
- b. the date of occurrence of the insured incident is during the period of insurance; and
- c. any legal proceedings will be dealt with by a court, or other body which we agree to, in the territorial limit: and
- d. for civil claims, it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

WHAT WE WILL PAY

- a. For all insured incidents under this section, we will pay legal costs and opponents' costs;
 - b. for Insured Incident 6 Tax Protection, we will pay accountants' costs;
 - c. for Insured Incident 7 Jury Service and Court Attendance, we will pay attendance expenses;
 - d. for Insured Incident 9 Identity theft, we will pay communication costs.
- 2. For all insured incidents we will pay costs and expenses to make or defend against an appeal as long as the insured person tells us within the time limits allowed that they want us to appeal. Before we pay the costs and expenses for appeals, we must agree that it is always more likely than not that the appeal will be successful.
- The most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.
- The most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm.

WHAT WE WILL NOT PAY FOR

 a. In the event of a claim, if an insured person decides not to use the services of a preferred law firm, the insured person will be responsible for any costs that

- fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- The first £250 of any claim for legal nuisance or trespass. An insured person must pay this as soon as we accept the claim.

INSURED INCIDENTS THAT WE WILL COVER

1. Employment Disputes.

We will negotiate for an insured person's legal rights in a dispute relating to their contract of employment or future employment.

What is not covered under Employment Disputes:

- a. Employers' disciplinary hearings or internal grievance procedures;
- Any claim relating solely to personal injury.
- 2. Contract Disputes.

We will negotiate for an insured person's legal rights in a contractual dispute arising from an agreement or an alleged agreement which an insured person has entered into for:

- a. buying or hiring in goods or services;
 or
- b. selling goods:

(continues)

(continued)

provided that:

- the insured person has entered into the agreement or alleged agreement during the period of insurance; and
- ii) the amount in dispute is more than £100.

What is not covered under Contract Disputes.

A claim relating to:

- a. a contract regarding an insured person's trade, profession, employment or any business venture;
- construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- the settlement payable under an insurance policy (we will negotiate if an insured person's insurer refuses their claim, but not for a dispute over the amount of the claim);
- d. a dispute arising from any loan, mortgage, pension, investment or borrowing;
- e. a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, we will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
- 3. Bodily Injury.

We will negotiate for an insured person's legal rights in a claim against a party who causes the death of, or bodily injury to, an insured person.

What is not covered under Bodily Injury.

 a. Illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident.

- Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the insured person.
- c. Clinical negligence.
- Defending an insured person's legal rights, but defending a counter-claim is covered.
- 4. Clinical Negligence.

We will negotiate for an insured person's legal rights where it is alleged that accidental death or bodily injury to an insured person has resulted from a single negligent act of surgery, clinical or medical procedure.

What is not covered under Clinical Negligence.

- The alleged failure to correctly diagnose the insured person's condition.
- Psychological injury or mental illness that is not associated with an insured person having suffered physical bodily injury.
- 5. Property Protection.

We will:

- a. negotiate for an insured person's legal rights in a civil action; and/or
- arrange mediation; for a dispute relating to material property (including the insured person's principal and holiday home) which is owned by an insured person, or for which an insured person is responsible, following:
 - i) an event which causes physical damage to such material property, provided that the amount in dispute is more than £100;

- ii) a legal nuisance (meaning any unlawful interference with an insured person's use or enjoyment of their land, or some right over, or in connection with it);
- iii) a trespass.

What is not covered under Property Protection.

- a. A claim relating to:
 - i) a contract entered into by an insured person;
 - ii) any building or land other than the insured person's principal or holiday home:
 - iii) someone legally taking an insured person's material property from them, whether the insured person is offered money or not, or restrictions or controls placed on an insured person's material property by any government or public or local authority;
 - iv) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
 - v) mining subsidence.
- Defending a claim relating to an event that causes physical damage to material property, but defending a counter-claim is covered.
- c. The first £250 of any claim for legal nuisance or trespass. This is payable as soon as we accept the claim.
- 6. Tax Protection.

In the event of a **full enquiry** into an **insured person's** personal tax affairs, **we** will negotiate for an **insured person**, and represent them in any appeal proceedings.

What is not covered under Tax Protection.

- a. The tax affairs of a company, or any claim if the insured person is self-employed, or a sole-trader, or in a business partnership.
- An investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office.
- 7. Jury Service and Court Attendance.

An insured person's absence from work:

- a. to attend any court or tribunal at the request of the representative; or
- b. to perform jury service; or
- to carry out activities specified in an insured person's identity theft action plan under Insured Incident 9 Identity Theft.
- 8. Legal Defence.
 - We will defend an insured person's legal rights if an event arising from an insured person's work as an employee leads to:
 - a. an insured person being prosecuted;
 or
 - b. civil action being taken against an insured person under:
 - i) legislation for unlawful discrimination; or
 - ii) section 13 of the Data Protection Act 1998.
 - We will defend an insured person's legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

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What is not covered under Legal Defence.

- 1. Parking or obstruction offences.
- The driving of a motor vehicle by an insured person for which the insured person does not have valid motor insurance.

9. Identity Theft.

Identity Theft Support Service

Following a call to the **identity theft** helpline service, we will help to restore an **insured person's** identity and credit status if they have become a victim of **identity theft**. We will assign a personal caseworker who will provide phone advice and a personal action plan to help regain an **insured person's** identity.

Legal Costs

Following an insured person's identity theft:

- We will pay legal costs to reinstate an insured person's identity including costs for the signing of statutory declarations or similar documents;
- We will negotiate for an insured person's legal rights in a dispute with debt collectors or any party pursuing legal action against an insured person arising from or relating to identity theft:
- We will pay loan-rejection fees and any re-application administration fee for a loan when an insured person's original application has been rejected;

Provided that.

- i) the insured person files a police report and notifies banks and building societies as soon as possible; and
- ii) the insured person tells us if they have previously suffered identity theft; and

iii) the insured person takes all reasonable action to prevent continued unauthorised use of their identity.

What is not covered under **Identity theft**.

- a. Fraud committed by another insured person under this section of the policy.
- b. Losses arising from an insured person's business activities.

EXCLUSIONS

The following exclusions apply to Section 04 – Family Legal Protection of the policy.

1. Late Reporting of a Claim.

A claim where the **insured person** has failed to notify **us** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.

2. Period of Cover.

An incident or matter arising before the start of cover under this section.

3. Costs and Expenses.

Costs and expenses incurred before our written acceptance of a claim.

4. Fines and Penalties.

Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.

5. Intentional Acts.

A claim intentionally brought about by an **insured person**.

6. Group Litigation Order.

Any claim where the **insured person** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.

7. Actions of Insured Persons.

A legal action that an **insured person** takes which **we** or the **representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **representative**.

8. Written or Verbal Remarks.

A claim relating to written or verbal remarks which damage an **insured person's** reputation.

9. Dispute.

A dispute with **us** not otherwise dealt with under Condition 7.

10. Litigant in Person

Any claim where the **insured person** is not represented by a law firm, barrister or tax expert.

11. Rights and Interests.

Apart from **us**, the **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

12. Judicial Review.

Costs and expenses arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.

13. Dishonesty or Violent Behaviour.

A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the **insured person**.

14. War Risks or Similar.

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;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- c. war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
- d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

15. Device Failure.

A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

CONDITIONS

- 1. Your legal representation.
 - a. On receiving a claim, if legal representation is necessary, we will appoint a preferred law firm or inhouse lawyer as the representative to deal with the insured persons claim.
 - They will try to settle the claim by negotiation without having to go to court.
 - b. If the appointed preferred law firm or our in-house lawyer cannot negotiate settlement of the claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then an

(continued)

insured person may choose a law firm to act as their **representative**.

- c. If an insured person chooses a law firm as their representative who is not a preferred law firm, we will give the insured persons choice of law firm the opportunity to act on the same terms as a preferred law firm. However if they refuse to act on this basis, the most we will pay is the amount we would have paid if they had agreed to the DAS Standard Terms of Appointment.
- d. The representative must co-operate with us at all times and must keep us up to date with the progress of the claim.
- 2. Your responsibilities.
 - a. An **insured person** must co-operate fully with **us** and the **representative**.
 - An insured person must give the representative any instructions that we ask for.
- 3. Offers to settle a claim.
 - a. An **insured person** must tell **us** if anyone offers to settle a claim.
 - An **insured person** must not negotiate or agree to a settlement without **our** written consent.
 - b. If an insured person does not accept a reasonable offer to settle a claim, we may refuse to pay further legal costs.
 - c. We may decide to pay the insured person the reasonable value of the claim, instead of starting or continuing legal action. In these circumstances the insured person must allow us to take over and pursue or settle any claim in their name. The insured person must also allow us to pursue at our own

- expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.
- d. Where a settlement is made on a without-costs basis we will decide what proportion of that settlement will be regarded as costs and expenses and payable to us.
- 4. Assessing and recovering costs.
 - An insured person must instruct the representative to have legal costs taxed, assessed or audited if we ask for this.
 - An insured person must take every step to recover costs and expenses and court attendance and jury service expenses that we have to pay and must pay us any amounts that are recovered.
- Cancelling a representative's appointment.

If the representative refuses to continue acting for an insured person with good reason, or if an insured person dismisses the representative without good reason, the cover we provide will end immediately, unless we agree to appoint another representative.

6. Withdrawing cover.

If an insured person settles or withdraws a claim without our agreement or do not give suitable instructions to the representative, we can withdraw cover and will be entitled to reclaim from the insured person any costs and expenses we have paid.

7. 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. For all other types of disputes there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by us and the insured person. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide. We may require the insured person to get, at their expense, an opinion from a barrister or accountant, on the merits of the claim or proceedings, or on a legal principle. If the chosen person's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence, then we will pay the cost of getting the opinion.

8. Keeping to the terms of this section.

An insured person must:

- a. keep to the terms and conditions of this section
- take reasonable steps to avoid and prevent claims
- c. take reasonable steps to avoid incurring unnecessary costs
- d. send everything **we** ask for, in writing, and
- e. report to us full and factual details of any claim as soon as possible and give us any information we need.

Fraudulent claims.

We will, at **our** discretion, void the section (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:

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

10. Claims under this section by a third party.

Apart from **us**, the **insured person** is the only person who may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the policy in relation to any third-party rights or interest.

11. Other insurances.

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

12. Law that applies.

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.



HELPLINE SERVICES.

We provide these services 24 hours a day, seven days a week during the **period of insurance**. All helplines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated. To help **us** check and improve **our** service standards, **we** record all calls, except those to the counselling service. When phoning, please confirm policy number TS3/6724646. Please do not phone **us** to report a general insurance claim.

To contact these services (except the Identity Theft and Counselling Services) phone ${\bf us}$ on



0117 934 0553

EUROLAW LEGAL ADVICE SERVICE

We will give an **insured person** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

TAX ADVICE SERVICE

We will give an insured person confidential advice over the phone on personal tax matters.

HEALTH AND MEDICAL INFORMATION SERVICE

We will give an **insured person** information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists. Between the hours of 7pm and 9am **we** will take a message and one of **our** health and medical advisors will contact the **insured person** the next day or at an agreed time.

For the following four helpline services, **you** will be responsible for paying the costs for the help.

DOMESTIC HELP

We will arrange help or repairs needed if an **insured person** has a domestic emergency in **your** home, such as a burst pipe, blocked drain, broken window or building damage.

VETERINARY HELP

We can help find a vet who can offer treatment if an insured person's pet is ill or injured.

CHILDCARE HELP*

We can help an **insured person** find a range of childcare options in their area if an unforeseen event occurs (such as illness or injury to an **insured person**) and an **insured person** needs to make alternative childcare arrangements.

HOME HELP*

We can help an **insured person** find cleaning staff, au pairs and housekeepers if an **insured person** needs assistance to run their home in a crisis (such as illness or injury to an **insured person**).



* We can provide insured persons with contact details for these services 24 hours a day seven days a week, but most of them only work during standard office hours. Outside of these times, we will contact them for the insured person the next working day and call the insured person back.

We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control

IDENTITY THEFT

We will provide an **insured person** resident in the UK, Northern Ireland or the Channel Islands with detailed guidance and advice over the phone for any concerns about being or becoming a victim of **identity theft**. For help, phone



0844 848 7071

The helpline is open 8am-8pm, 7 days a week.

COUNSELLING

We will provide an **insured person** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services. To contact the counselling helpline, phone **us** on



0117 934 2121



DAS Householdlaw is an online legal information and document preparation service.

Once you have registered, you will have free access to a range of useful legal documents. With over 150 different services available including wills, consumer complaint letters, property agreements, powers of attorney and pre-nuptial agreements, together with our searchable DAS Householdlaw Guide, you never need put off all those important legal issues again. DAS Householdlaw allows you to create expert legal documents quickly and easily using our innovative document creation technology.

What you need to do now



Visit: www.dashouseholdlaw.co.uk

Click on the 'New user?' box on the home page Enter your registration code: DASB4ADCA722

Follow the simple instructions

DAS Householdlaw also offers a range of more complex legal documents for purchase from the site. **You** may also choose to take advantage of **our** legal review service for any purchased documents. Finally, **you** will find a comprehensive legal directory which provides extensive information and guidance on legal matters.

Register on **www.dashouseholdlaw.co.uk** now to have a browse. **You** should discover all the information **you** need, but if **you** have any questions **you** can phone the DAS Householdlaw helpline number on:







COMPLAINTS.

We are proud of the service that we provide and of our careful selection of intermediaries that we entrust to service this policy. Occasionally, things may go wrong and if this happens we, and the service providers connected to your policy, have procedures in place to fully investigate your complaint and, where appropriate, to make changes to prevent a recurrence. Who you should contact is set out below.

STEP ONE - REGISTERING YOUR COMPLAINT

- 1. In the first instance please contact your insurance intermediary. If they believe that the complaint relates to the service that we have provided then they will refer the complaint to us.
- 2. Alternatively, please contact us directly. If we believe that the complaint is best addressed by your insurance intermediary, then we will refer the complaint to them.
- 3. If your complaint is in relation to the Family Legal Protection, you should contact DAS Legal Expenses Insurance Company Limited directly. Please refer to Section 04 on page 36 of this document for further details.

In any event, your complaint will be fully investigated and you will be kept informed of progress. Complaints are treated with high priority and so we ask that you provide us with a telephone number in order that we may contact you to discuss the matter further (it may be possible to resolve the matter promptly by conversation), together with your policy/claim number and policyholder/insured name.

A full copy of our complaints procedure will be issued to you when we provide a written acknowledgment of your complaint. It is also available upon request.

STEP TWO - TAKING YOUR **COMPLAINT FURTHER**

If you are unhappy with the way that your complaint has been addressed then you may refer to Lloyd's at:



Complaint Department at Lloyd's

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



020 7327 5693

complaints@lloyds.com

Complaints that cannot be resolved by the Complaints Department at Lloyd's may be referred to the Financial Ombudsman Service:

Financial Ombudsman Service

South Quay Plaza 183 Marsh Wall London, E14 9SR

0845 080 1800

POLICY SUMMARY.



POLICY SUMMARY.

Home Insurance Enhanced is introduced by Legal & General and arranged and administered by Aqueduct Underwriting Limited (Aqua).

This policy summary document does not contain the full terms and conditions of the insurance contract. These can be found in the policy wording which must be read in conjunction with the policy schedule and any other documentation issued to you. Please contact your insurance intermediary should you require an additional copy or have any questions concerning your insurance arrangements.

Aqua issues insurance cover which is provided by insurers at Lloyd's of London, except for Section 04 – Family Legal Protection where cover is provided by DAS Legal Expenses Insurance Company Limited.

Home Insurance Enhanced is a high value building, contents, valuable articles and legal expenses insurance policy. Not all sections may be operative; please refer to the policy schedule for details of the sections that are in force in relation to your cover.

This cover is worldwide. Cover for contents and valuable articles applies at the insured residence and whilst temporarily removed anywhere in the world unless stated otherwise in the policy wording or schedule.

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SIGNIFICANT FEATURES, BENEFITS AND EXCLUSIONS

Each amount shown below is the maximum per claim and is subject to adequate sum insured being operative for the relevant section.

BUILDINGS.

What's covered	Limits
Trace and access to locate source of escape of water or oil.	To buildings sum insured if you are the owner or to tenants improvements or contents sum insured if you are a tenant.
Fees, expenses and debris removal.	Up to 25% of the insured cost of repairs.

CONTENTS.

Cover for contents, includes limited cover for the following categories of items. The limits shown are for the total of all items in that category, per occurrence, are subject to the policy excess and do not increase the amount of cover for your contents. Wider cover for valuables (including fine art, jewellery, guns, collections, furs and items of precious metals) can be provided up to any limit under the Valuable Articles section of the policy.

This section covers household goods and personal property owned by you, but does not include valuable articles other than for the limited cover shown below.

What's covered	Limits
Money, bankers drafts and tickets	£5,000
Watercraft (only if non-motorised)	£5,000

CONTENTS (continued)

What's covered	Limits	
Trailers, horse trailers and trailer tents	£5,000	
Fine art	£100,000**	
Jewellery and watches	£nil**	
Furs	£2,500**	
Guns	£5,000**	
Items of precious metal (non-jewellery)	£2,500**	
Stamps, coins and medals	£2,500**	
Securities, deeds, accounts, tickets	£5,000	
Items designed to be normally kept outdoors	£10,000**	
Breakage of crystal, china and other fragiles	£25,000**	
Student's possessions whilst living away	Covered subject to maximum £1,500 per article	
Newly acquired items	Up to 25% of the sum insured for 60 days	
Home office business equipment and stock	£10,000 but not more than £1,500 of stock	
Household and garden machinery	Covered	
Bicycles and motorised land vehicles designed for off road use	Covered	
Data replacement following a covered loss to personal computer	£2,500	
** Limits can be increased by arranging cover under the Valuable Articles section.		

^{**} Limits can be increased by arranging cover under the Valuable Articles section.

BUILDINGS AND CONTENTS.

What's covered	Limits
Loss of oil and metered water	£10,000
Lock replacement	Unlimited
Alternative accommodation or loss of rent	Up to three years if the building is insured otherwise up to 25% of the contents sum insured for that residence.
Marquees that you hire	Up to £10,000 for loss or damage whilst at the insured residence
Damaged caused by pets	£1,500 per policy period

VALUABLE ARTICLES.

This section covers fine art, jewellery, items of precious metal, guns, furs and collections.

What's covered	Limits
Newly acquired items	Up to 20% of the sum insured for 60 days
Defective title	£50,000 per policy period
Damage caused by pets	Covered
Death of artist	Up to 20% of the sum insured for a specified item, subject to a maximum of £100,000 per policy period.

LIABILITY.

What's covered	Limits
Liability for personal injury and property damage	£10,000,000
Domestic employers liability	£10,000,000
Credit card liability	£25,000



WE DO NOT COVER LIABILITY ARISING OUT OF THE USE OF A:

- a. watercraft that is:
 - i. over 26 feet in length; or
 - ii. mechanically powered unless under 25hp and on short term hire.
- b. motorised land vehicle except: golf buggy, quad bike, motorcycle under 51cc, garden tractor and disability scooter, provided that:
 - the road traffic act or similar legislation does not state that the user must have motor liability insurance; and
 - ii. the device is not being used in connection with racing or time trials.

FAMILY LEGAL PROTECTION.

What's covered	Limits
Legal expenses	£100,000
Jury service	£100,000
Identity theft support expenses	£100,000
On-line database of legal templates	Included

IMPORTANT INFORMATION.

The tables and the advice in this summary are intended as a guide only. Some sections are optional and in some instances additional cover may be purchased. The exact cover that applies to you will be as stated in the full documentation (policy wording, schedule and other correspondence) supplied to you. You must carefully read the full documentation prior to deciding to purchase the Aqua Focus Two policy to ensure that the cover meets your requirements. The contract period is for one year or as agreed and stated in the policy schedule.

You must keep the sums insured at a level which represents the full value of the property. Full value should represent:

- for the home and other permanent structures the full rebuilding cost using similar materials to the same standard of finish including removal of debris and professional fees
- for contents, jewellery, guns, furs and personal possessions the replacement cost as new
- for fine arts, collections of stamps, coins and medals and precious metals the current market value.

You must take care to read and fully understand the policy wording, schedule, statement of fact and other information sent to you and immediately notify us of any change or error in the information that you have given to us or if the policy schedule or statement of fact is incorrect. You must answer all questions that we ask of you truthfully and completely. The policy wording details those changes in circumstances that you must immediately tell us about.

You must comply with the policy's terms and conditions and any instruction stated in your policy schedule, as failure to do so may affect the policy cover and your ability to claim in full.

The entire policy may be void if, you or someone acting on your behalf has: intentionally concealed or misrepresented any information that we have asked of you, engaged in fraudulent conduct or made a false statement.

GENERAL – LOSS OR DAMAGE CAUSED BY THE FOLLOWING IS NOT COVERED (for full details of the exceptions and exclusions that apply please see the policy wording):

Wear and tear; gradual deterioration; breakdown; war; sonic bangs; radioactive, chemical or biological contamination; confiscation; deliberate acts by the policyholder and family; pre-inception damage; erosion; faulty or inadequate design, materials or construction; frost; rust; rot; rodents, insect and vermin (squirrels excepted); mould; nuclear hazard; pollution and contamination; transit (unless adequately packed and secured); damaged or non-receipt of goods purchased via telephone, mail order or internet; the policy or section excess.

EXCESS

The excess is the first amount of any claim which is payable by you and is not covered by the insurance policy. The level of excess varies by section and by cause of loss and is detailed in your policy schedule and wording. It may be possible to increase or reduce your excess in return for a premium adjustment.

The excess in respect of damage caused by landslip, subsidence or heave to your buildings is the greater of either £1,000 or your buildings excess. This will be confirmed in your policy schedule.



CLAIMS SERVICE

If you need to notify us of a potential claim under any section of your policy, please call:

0800 027 5333

Emergency claim helpline

0800 294 2188 (24 hour)

except for Section 04 – Family Legal Protection, where you should call DAS Legal Expenses Insurance Company Limited on

0117 934 0553

CANCELLATION RIGHTS

If this cover does not meet your requirements, you may return this policy and schedule to your insurance intermediary within 15 days of the cover starting or the day on which you receive the policy and schedule, whichever is the later. We will refund all premiums paid 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 intermediary to obtain this refund.

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.

We may cancel this policy or any part of it at any time by giving you 21 days notice in writing. This notice will be posted to you at the last mailing address shown on the schedule by special delivery. We will refund the proportion of any premium you have paid for the period of insurance left.

In the event of non-payment of the policy premium we may cancel the policy from inception, renewal or from when the premium became due.

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. Whether or not you are able to claim and how much you may be entitled to will depend on the specific circumstances at the time. For further information about the scheme please contact the FSCS at www.fscs.org.uk or call them on 0800 678 1100.

LAW AND JURISDICTION

Unless some other law is agreed in writing between you and us, this contract will be governed by English law and practice and to the exclusive jurisdiction of the courts of England and Wales, unless your main residence is in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, and that residence is insured under this policy, in which case the law applicable to that territory will apply and its courts will have exclusive jurisdiction.



COMPLAINTS.

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complaints@lloyds.com

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Financial Ombudsman Service

South Quay Plaza 183 Marsh Wall London, E14 9SR

0845 080 1800



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USEFUL PHONE NUMBERS.

MAKING A CLAIM

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Emergency claim helpline

0800 294 2188 (24 hour)

Family legal protection

0117 934 0553

We may record and monitor calls. Call charges will vary.

Aqueduct Underwriting Limited is authorised and regulated by the Financial Conduct Authority in respect of general insurance business.

Aqueduct Underwriting Limited is registered in England No. 7189728. Registered Office: One Whittington Avenue, London EC3V 1LE.

Aqua is a trading name of Aqueduct Underwriting Limited.

Calls may be monitored and recorded for quality assurance purposes.

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