



Your Initial Home Policy booklet

CHUBB®

Masterpiece® Initial

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## Thank you for choosing Masterpiece® Initial

Since 1882 Chubb has been renowned in America for exceptional insurance cover and service.

We have grown into a world-leading specialist insurer of fine homes and cars, as well as privately owned art, antiques and jewellery. We launched this service in the UK in 1996.

With Masterpiece Initial we specialise in insuring exceptional individuals and families. The Initial approach is unique. We have a team of risk consultants, underwriters and claim specialists focusing solely on your needs.

Our trademark three step approach is designed to eliminate stress and create certainty. Each step builds to our ultimate in cover and service:

- We are the only insurer to calculate the rebuild cost of every house we insure in the UK. Together with our contents appraisals, we can agree accurate sums insured, creating a transparency that speeds up claim payments;
- This understanding also allows us to provide remarkable worldwide property cover - with few restrictive conditions and no penalties for undervaluing your property or its contents
- Finally, both steps help settle things in advance ensuring the **fast, fair** and **fuss-free** payment of claims. We aim to pay non-complex claims within two days, from first report to cleared funds in your account. For more complex claims we are renowned for our helpfulness and the speed of our decision-making and payment

Please do read this policy, and I hope you'll appreciate the scope of our cover and why we say we create certainty.

We are always endeavouring to improve. So, should you find any aspect of our service less than satisfactory, do not hesitate to contact me personally.



**Annmarie M. Camp**

*Executive Vice President, Head of Personal Risk Services Europe*

## How to make a claim

To make a claim, in the first instance please contact **Your** broker or call **Our** telephone numbers listed below. **Our** telephone services are manned 24 hours a day, 7 days a week.

**Calling from inside the UK:** 0800 018 0678

**Calling from outside the UK:** +44 20 7031 3905

Select option 1 and then;

- Option 1 - Home Emergency Assistance
- Option 2 - Legal Expenses
- Option 3 - Legal Advice or Identity Theft
- Option 5 - All other home claims

**You** can also email [home-newclaims@chubb.com](mailto:home-newclaims@chubb.com)

Please carefully read the Duties after a loss section of **Your Policy**, which can be found on pages 14-15 and 47 of this **Policy** booklet. If **You** do not comply with these duties, it could affect **Your** claim payment. If **You** do not understand any of the duties, please contact **Your** insurance broker or **Us**.

## Frequently asked questions

### **How will my claim be paid?**

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**Our** preferred method of payment is by via electronic fund transfer. This means **Your** claim payment will be sent directly from **Our** bank account to **Your** bank account. When discussing **Your** claim with **Your** broker or **Us**, please provide **Your** bank name, bank account number and sort code details for payment.

### **If You have a Direct Debit or Credit Card Payment query**

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If **You** wish to pay **Your** premium directly to Chubb European Group SE using either the direct debit facility, or credit or debit card payment facility, please contact **Us** on:

T 0800 111 511

Please also use the above telephone number for any existing direct payment queries.

### **Do I need to disclose that my home is undergoing construction or renovation?**

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If a home covered by **Your Policy** is undergoing construction or renovation, please carefully read the Change of risk and Building works **Policy** conditions to see if **You** need to tell **Us** about it. These conditions can be found on pages 8 and 11 of **Your Policy** booklet.

### **Contract Modification(s)**

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Contract Modifications change the content or meaning of certain parts of the **Policy** booklet. Please check **Your Policy Schedule** carefully to see if any Contract Modifications apply. If they do, please ensure **You** understand what they mean. **You** should contact **Your** insurance broker if **You** need clarification on what the Contract Modification means.

### **What does it mean when text or a page is highlighted in grey?**

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Within this **Policy** booklet there are sections of text and pages that are highlighted in grey. Please carefully read these as they explain important restrictions or exclusions to **Your** cover. If **You** do not understand any of them, please contact **Your** insurance broker.

### **What if I want to cancel my policy?**

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Please contact **Your** insurance broker who will make the arrangements for **You**. Full details of **Your** cancellation rights are contained on page 12 of **Your Policy** booklet.

### **What if I want to make changes to my policy?**

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Please contact **Your** insurance broker who will make the arrangements for **You**.

### **How do I renew my policy?**

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**Your Policy** will not automatically renew, so please ensure that **You** confirm **Your** decision whether or not to renew, to **Your** insurance broker.

If you do not inform **Your** insurance broker to renew **Your Policy**, **Your Policy** will end on the date shown in **Your** current **Policy Schedule**.

### **What if I want to make a complaint?**

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Please refer to page 95 for details on complaints or contact **Your** insurance broker.

### **Are Valuable Articles covered under Contents?**

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**You** have limited cover for **Valuable Articles** under contents, please see page 28. If **You** need increased cover, please contact **Your** insurance broker to discuss **Your** requirements.

## How your policy works

**We** agree to provide the insurance described in this **Policy** in return for **Your** premium and compliance with all the **Policy** conditions.

This Initial Home **Policy** consists of the following:

1. This Initial Home **Policy** booklet you are reading;
2. Your most recent **Policy Schedule**;
3. any **Amendment to Cover Notices**; and
4. any **Endorsements**.

Together they form the contract between **You** and **Us**. They explain in detail the covers as well as any conditions **You** must comply with. Please take the time to read and understand the documentation. If there is anything that needs clarifying, please contact **Your** Insurance Broker in the first instance.

**Your Policy** booklet details all the covers available when **You** purchase a personal insurance **Policy** from **Us**. **You** may not have all the covers available; **Your Policy Schedule** will show **You** which covers **We** are providing and the sums insured where appropriate. If **You** are interested in increasing or adding elements of cover under this **Policy** please contact **Your** Insurance Broker to discuss **Your** requirements.

At renewal of **Your Policy**, **You** will be provided with an updated **Policy Schedule**. If there have been any changes to the cover provided under **Your Policy**, **You** will receive either an **Amendment to Cover Notice** or a complete new **Policy** booklet.

**Your Policy** will not automatically renew, so please ensure that **You** confirm **Your** decision whether or not to renew, to **Your** insurance broker.

If you do not inform **Your** insurance broker to renew **Your Policy**, **Your Policy** will end on the date shown in **Your** current **Policy Schedule**.

**You** are advised to keep **Your Policy Schedule**, **Policy** booklet, **Amendment to Cover Notices** and **Endorsements** in a safe place.

**Thank you for choosing Chubb to provide Your home insurance**

## Policy conditions

This part of **Your Policy** details the terms and conditions which form part of **Your Policy**. Please note that these **Policy** conditions apply in addition to the conditions stated in each cover part of **Your Policy**. Failure to comply with the **Policy** conditions may invalidate **Your** claim.

These conditions apply to **Your Policy** in general and to each cover in it.

### Change of risk

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The terms of **Your Policy** and the premium are based upon the information **You** provide to Us. During the **Policy Period**, if any of the following events is about to occur, **You** must tell **Us** before they happen:

- any change of occupancy to any property listed on **Your Policy Schedule** (for example, letting out a property)
- any change of use to any property listed on **Your Policy Schedule** (for example, if used for **Business** or for paying guests)
- any planned building works to any property on **Your Policy Schedule** expected to cost over £100,000
- if **You** plan for **Your** or a **Family Member's Valuable Articles** to be displayed or exhibited at a gallery, museum, art fair or exposition

Where one (or more) of the above events occur(s), or is about to occur, **We** will have the right to amend the terms of **Your Policy** and charge an additional premium, or cancel **Your Policy** in accordance with **Our** cancellation rights set out at page 12 of this **Policy** booklet.

During the **Policy Period**, if any of the following events occurs, **You** must notify **Us** immediately:

- any deterioration to the condition of property on **Your Policy Schedule** including evidence of subsidence, landslip or heave
- any change in the security arrangements in relation to any property listed on **Your Policy Schedule**
- any change to **You** or **Your Family Members'** occupations or professions
- if **You** are or any **Family Member** is charged with, or convicted of any offence (other than motoring convictions and/or spent convictions)
- if **You** are or any **Family Member** is made bankrupt and/or enter into an individual voluntary arrangement

Where one (or more) of the above events occur(s), **We** will have the right to amend the terms of **Your Policy** and charge an additional premium, or cancel **Your Policy** in accordance with **Our** cancellation rights set out at page 12 of this **Policy** booklet. If **You** are unsure about whether **You** need to tell **Us** something, please speak to **Your** broker, or tell **Us**.

### Misrepresentation

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**You**, each **Family Member**, each **Covered Person** and anyone acting on **Your**, any **Family Member's** or any **Covered Person's** behalf have a responsibility to take reasonable care not to make a misrepresentation to **Us** when applying for this **Policy** or when it is varied. For example, **You** and they must take reasonable care not to provide information which is false or inaccurate and not to withhold any information. It is important that all information provided over the telephone, in the application and in all other documents is full and accurate.



If **You**, a **Family Member** or any **Covered Person**, or anyone acting on **Your**, a **Family Member's** or a **Covered Person's** behalf:

- provide **Us** with information which **You** or they know is, or do not care whether or not it is, false or misleading; and
- know that the matter to which that information relates is, or do not care whether or not it is, relevant to **Us**, when applying for this **Policy** or when it is varied,

then **We** can treat this **Policy** as if it never existed, **We** can decline all claims and **We** need not return any premium paid by **You**.

If **You**, a **Family Member** or any **Covered Person**, or anyone acting on **Your**, a **Family Member's** or a **Covered Person's** behalf provides **Us** with false or misleading information which **We** rely upon in entering into this **Policy** and setting its terms and premium or when varying this **Policy**, **We** may:

- treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your Policy**. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your**, a **Family Member's** or a **Covered Person's**, or anyone acting on **Your** or their behalf's, carelessness;
- reduce the amount **We** pay on a claim to the proportion that the premium **You** have paid bears to the premium **We** would have charged **You** had **We** received full and accurate information;
- cancel **Your Policy** in accordance with **Our** cancellation rights set out at page 12 of this **Policy** booklet

### **Fraudulent claims**

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If **You**, a **Family Member** or any **Covered Person**, or anyone acting on **Your**, a **Family Member's** or a **Covered Person's** behalf:

- knowingly makes a dishonest, fraudulent or exaggerated claim under **Your Policy**;
- knowingly makes a false statement in support of a claim;
- knowingly provides a false or forged document in support of a claim; and/or
- makes a claim for any loss or damage caused by **Your** or their wilful act or caused with **Your** agreement, knowledge or collusion, then **We** may give **You** notice that **Your Policy** will be treated as terminated from the date of any such act.

**We** will not pay any fraudulent claims, **We** will be entitled to recover from **You** the amount of any fraudulent claim already paid under **Your Policy**, legal action may be taken against **You** and **We** may inform the Police and any other law enforcement agencies about the claim.

### **Transfer of rights**

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If **We** make a payment under this **Policy**, **We** will assume any recovery rights **You**, a **Family Member** or a **Covered Person** has in connection with that loss, to the extent **We** have paid for the loss.

All of **Your** rights of recovery will become **Our** rights to the extent of any payment **We** make under this **Policy**. **You**, a **Family Member** or a **Covered Person** must do everything necessary to secure such rights, do nothing after a loss to prejudice such rights and give **Us** all the information and assistance necessary for **Us** to achieve a settlement.

### **Application of cover**

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Cover applies separately to **You**, a **Family Member** or any **Covered Person**. However, this provision does not increase the amount of cover for any one **Occurrence**.

### **Duplicate cover**

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If a loss is covered under more than one part of this **Policy**, **We** will pay **You** under the part giving **You** the most cover but not under more than one part. However, when both **Valuable Articles** Unspecified cover and **Contents** Cover are shown in the **Policy Schedule**, and a loss is covered under both parts, **Your** amount of cover will equal the combined total of both the **Contents** and **Valuable Articles** unspecified limits, subject to the **Contents** Inner limits and **Policy** provisions. In no event will **We** make duplicate payments.

When **Valuable Articles** Specified cover is shown in the **Policy Schedule**, **Your** amount of cover is limited to the specified sum insured for that **Valuable Article** as shown in **Your Policy Schedule**.

### **Other insurance**

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If at the time of an **Occurrence** under this **Policy** there is any other insurance covering the same loss, damage, accident or liability or any part of such loss, damage, accident or liability, **We** will only pay **Our** proportion of the claim.

### **Assignment**

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**You** cannot transfer **Your** interest in this **Policy** to anyone else without **Our** written agreement.

### **Policy changes**

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This **Policy** can be changed by a written amendment issued by **Us** or by **You** with **Our** agreement.

### **Building works**

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**You** or a **Covered Person** must provide **Us** with the full details of any building work exceeding £100,000 to take place at any of **Your Residences** shown in **Your Policy Schedule** before the building works begin. Failure to notify **Us** may result in any loss or any resulting loss directly or indirectly caused by or relating to such building works not being covered under this **Policy**.

### **Maintenance**

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**You** must maintain **Your** property in a good state of repair and **You** must repair any partial loss or damage to **Your** property.

### **Loss payee**

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If a third party is named in this **Policy** as a “loss payee”, any loss payable will be paid to the loss payee and **You**, as interests appear. If more than one loss payee is named, the order of payment will be the same as the order of the loss payees as shown in the **Policy Schedule**. **We** cover the interests of the loss payee, unless the loss results from fraudulent acts or omissions on **Your** part.

If **We** deny **Your** claim, that denial will not apply to a valid claim of the loss payee, provided that the loss payee:

- notifies **Us** of any change in ownership or substantial change in risk of which the loss payee is aware;
- pays any premium due under this **Policy** on demand if **You** have neglected to pay the premium; and
- submits a signed, sworn statement of loss within 60 days after receiving notice from **Us** of **Your** failure to do so

All **Policy** conditions apply to the loss payee. If the **Policy** is cancelled or not renewed by **Us**, the loss payee will be notified at least 10 days before the date cancellation or non-renewal takes effect.

If **We** pay the loss payee for any loss and deny payment to **You**, then:

- **We** will be subrogated to all rights of the loss payee granted under the loan on the property; or
- at **Our** option, **We** may pay to the loss payee the whole principal on the loan plus any accrued interest. In this event, **We** will receive a full assignment and transfer from the loss payee and all securities held as collateral to the debt

Subrogation will not impair the right of the loss payee to recover the full amount of the loss payee’s claim.

### **Mortgagees non-invalidating**

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The rights of the mortgagee under this **Policy** will not be prejudiced by any act of the mortgagor of **Your** property provided that the mortgagee gives notice in writing to **Us** immediately on becoming aware of such act and pays any reasonable additional premium.

## **Assistance**

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**You**, a **Family Member**, or a **Covered Person** must provide **Us** with all available information and cooperate with **Us** fully. This includes providing any papers in the case or other documents which may help **Us** in the event that **We** provide a defence.

## **Examination under oath**

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**We** have the right to examine under oath, as often as **We** may reasonably require, **You**, any **Family Members** and any **Covered Persons**. **We** may also ask **You**, a **Family Member** or a **Covered Person** to give **Us** a signed description of the circumstances surrounding a loss and **Your** or their interest in it, and to produce all records and documents **We** request and permit **Us** to make copies.

## **Your cancellation within the cooling off period**

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To cancel **You** should initially contact **Your** insurance broker, or **You** can contact **Us** directly. **You** have a statutory right to cancel **Your Policy** for any reason within 14 days of receipt of **Your Policy** documentation, or 14 days from the effective date of the **Policy**, whichever is the later. Upon cancellation **We** will refund any premium to **You**, provided no claims have been made. **We** will not repay any premium if a claim / loss has been paid or is outstanding.

## **Your cancellation outside of the cooling off period**

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To cancel **You** should initially contact **Your** insurance broker, or **You** can contact **Us** directly. **You** can cancel **Your Policy** at any time and if **You** cancel outside the cooling off period, **You** are entitled to a pro rata refund of premium. Upon cancellation **We** will refund any premium to **You**, on a pro-rata basis provided no claims have been made. **We** will not repay any premium if a claim / loss has been paid or is outstanding.

## **Our cancellation**

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**We** may cancel **Your Policy** by giving **You** 14 days' written notice of such cancellation, by recorded delivery at **Your** last known address where **We** have grounds for doing so. Grounds for cancellation are:

- Where **You**/the policyholder did not take reasonable care to ensure the information provided on which the insurance was based was correct
- Deliberate, reckless or careless misrepresentation of information provided
- Failure to provide information or documentation **We** require and ask for to underwrite the **Policy**
- If **We** are ordered to or instructed to cancel this **Policy** by a regulator, court, or other law enforcement agency
- If **You** or a **Family Member** is subject to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Ireland or United States of America
- Failure to pay premiums when due
- Attempted or actual fraud

If **We** cancel this **Policy** **We** will refund any premium on a pro-rata basis, except where attempted, or actual fraud has taken place. **We** will not refund any premium if a claim/ loss has occurred or is outstanding, nor if **We** are prevented from doing so due to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Ireland or United States of America.

If a **Policy** is cancelled due to attempted or actual fraud, then **We** may recover from **You** any sums paid by **Us** to **You** in respect of any claims. In addition **We** may by notice to **You**, treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

### **Cancellation following non-payment of premium**

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If **Your Policy** premium is not paid when due, then **Your Policy** will be considered void and of no effect and **We** will not pay any claims.

If **Your Policy** premium is paid by instalments and an instalment remains unpaid after 14 days, **We** may cancel **Your Policy** from the date the last instalment was due and **We** will not pay any claim made during the period when the premium was unpaid.

If the initial instalment premium has not been paid, **Your Policy** will be considered void and of no effect and **We** will not pay any claim under **Your Policy**.

### **Return premiums and additional premiums**

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If **You** make any amendments to **Your Policy** and the resulting prorata additional or return premium is less than £40 (excluding tax) **We** will not apply this amount and the return or additional premium due shall be nil.

### **Refund**

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In the event of cancellation by **You** or by **Us**, **We** will refund premium based on the effective date of cancellation or as soon as possible afterwards. Any return premium will be calculated on a pro-rata basis and will depend upon any claims made by **You**. However, **We** will not refund any premium in the event **We** have paid a claim, if a claim is outstanding or if attempted or actual fraud has taken place, or if **We** are prevented from doing so due to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Ireland or United States of America.

### **Choice of law**

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**You** and **We** are free to choose the law applicable to this **Policy**. **We** propose to apply the laws of England and Wales and by taking out this **Policy** **You** have agreed to this.

### **Insurable interest**

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**We** will not pay for any loss or damage to property in which **You** or a **Family Member** does not have an insurable interest at the time of the loss meaning they do not suffer any financial or other loss as a result of the loss or damage to the property.

If more than one person has an insurable interest in covered property, **We** will not pay for an amount greater than the insurable interest attributable to **You** or a **Family Member**, up to the amount of cover that applies.

### **Abandoning property**

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**You** or a **Family Member** cannot abandon any property to **Us** without **Our** prior agreement, or to a third party unless **We** agree.

### **Carrier and bailees**

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**We** will not make any payments under this **Policy** to the benefit of any carrier or other persons holding damaged property on **Your** behalf.

### **Duties after a loss**

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In case of a loss which this **Policy** may cover, **You** or a **Family Member** must do the following:

#### **Notification**

**You** or a **Family Member** must notify **Us** or **Your** broker of the loss or damage as soon as possible. In case of theft, accidental loss or a loss under **Your** Family Protection Cover part of this **Policy**, **You** or a **Family Member** must also notify the Police or other similar competent authority as soon as possible. Failure to notify **Us**, **Your** broker and the Police or other similar competent authority (if applicable) of the loss or damage promptly may reduce any claim settlement or result in any loss not being covered under **Your Policy**.

#### **Protect property**

**You** or a **Family Member** must take reasonable steps to protect property from further damage and make any emergency repairs that are necessary to protect the property. **You** or a **Family Member** must also keep an accurate record of expenses incurred. **We** may not pay for any non-emergency repairs unless prior authorisation has been obtained from **Us**. **We** will pay the reasonable costs incurred to protect the property from further damage at **Our** discretion. This will not increase the amount of cover that applies.

#### **Display property**

Failure to show **Us** the damaged property when **We** ask may result in any loss not being covered under **Your Policy**.

#### **Prepare an inventory**

**You** must prepare an inventory of damaged, lost or stolen personal property, describing the property in full. It should show in detail the amount insured under **Your Policy** and actual amount of the loss. **You** must attach invoices, receipts and other documents to support **Your** inventory.

**Proof of loss**

**You** or a **Family Member** must submit to **Us**, within 60 days after **We** request, a signed, sworn or affirmed Proof of loss which documents, to the best of **Your** or their knowledge and belief:

- the time, cause and full circumstances of loss;
- interest of the insured and all others in the property involved and all security interests in the property;
- exemption certificate for items of Ivory;
- other insurance which may cover the loss;
- changes in title or occupancy of the property during the **Policy Period**;
- specifications and repair or replacement estimates for any damaged property; and
- receipts and documentation for additional living expenses and loss of rent incurred

Failure to provide proof of loss within 60 days may reduce any claim settlement or result in any loss not being covered under **Your Policy**.

# Policy Exclusions - What is not covered under this Policy

This part of **Your Policy** details exclusions which apply to each and every part of this **Policy**. Please note that these **Policy** exclusions apply in addition to the exclusions stated in each cover part of **Your Policy**.

The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from the circumstance described.

## **Deliberate acts**

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**We** do not cover any loss or damages caused intentionally by **You**, a **Family Member**, a **Covered Person** or by a person directed by **You**, a **Family Member** or a **Covered Person** to cause a loss or damage.

## **Acts of war**

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**We** do not cover any loss or damages caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

## **Sanctions**

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No cover is provided and **We** shall not be liable to make any payment or provide any benefit under this **Policy** to the extent that this is prohibited, or would expose **Us** or **Our** parent company to any sanction, prohibition or restriction, under any trade or economic sanctions (including without limitation those imposed by the European Union, United Kingdom or United States of America).

## **Sonic bangs**

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**We** do not cover any loss or damages caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## **Nuclear, biological, chemical or radiation hazard**

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**We** do not cover any loss or damages caused directly or indirectly by nuclear reaction, radiation, or biological, chemical, or radioactive contamination, regardless of how it was caused. But **We** do insure ensuing covered loss due to fire resulting from a nuclear reaction unless another exclusion applies.

## **Mould**

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**We** do not provide coverage for the presence of Mould, however caused, or any loss or damages caused by Mould. But **We** do cover Mould resulting from fire or lightning unless another exclusion applies.

**Mould** means fungi, mould, mould spores, mycotoxins, and the scents and other by-products of any of these.



## Policy definitions - What words mean

### Policy Definitions

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In this **Policy**, words have their plain English meaning. Words with special meanings are defined here or in the relevant section of the **Policy** where they are used, or have a separate meaning. Unless stated otherwise, throughout the **Policy**, defined terms will be capitalised, in italics and bold.

**Amendment to Cover Notice** means the most recent document of this name issued by **Us** to **You**.

**Business** means any full or part-time employment, trade, occupation, profession, or a farm operation which includes the raising or care of animals.

**Covered Person** means any person named on the **Policy Schedule** that isn't **You**, **Your** or a **Family Member**.

**Covered Relative** means the following relatives of **You** and the spouse or partner who lives with **You**:

- children, their children or other descendants of theirs;
- parents, grandparents or other ancestors of theirs, including adoptive parents, step-parents and stepgrandparents; or
- siblings, their children or other descendants of theirs;

who do not live with **You**, including spouses or domestic partners of all the above.

**Endorsement** means a written modification to this **Policy** issued by **Us** to **You**.

**Excess** means the amount **We** will subtract from any covered loss **We** pay.

**Family Member** means any member of **Your** household residing with **You**, including employees.

**Occurrence** means any loss or accident to which this insurance applies which first occurs within the **Policy Period**. Continuous or repeated exposure to substantially the same general conditions, unless excluded, is considered to be one **Occurrence**.

**Physician** means a person who is licensed as a medical doctor or a doctor of osteopathy under the laws of the jurisdiction in which treatment is given to a patient and who is qualified to provide such medical treatment. A **Physician** does not include **You** or a **Family Member**.

**Policy** means **Your** entire Chubb Masterpiece Initial **Policy** booklet, including the **Policy Schedule**, any **Amendment to Cover Notice**, any **Endorsements**, and any mortgagee's **Policy Schedule**.

**Policy Period** means the effective dates of this **Policy** as shown in the **Policy Schedule**. The effective date begins at 00.01 or the time and ends at 00.01 standard time at the mailing address shown.

**Policy Schedule** means the most recent **Policy Schedule We** issued to **You**.

**We, Our** and **Us** means Chubb European Group SE or any other member insurer of the Chubb Group with Chubb Limited as its ultimate holding company.

**You** and **Your** means the person named in the **Policy Schedule** and a spouse or partner who permanently resides with that person, or the Legal Entity named on the **Policy Schedule**.

## House Cover

**House** Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This part of **Your Policy** provides insurance against all risks of physical loss to **Your House**, unless an exclusion applies. Exclusions can be found on pages 16, and 24-25 in this **Policy** booklet. Please also check if **Your Policy Schedule** contains Contract Modifications, as they can also be exclusions.

**House** means the main dwelling and attached buildings including service pipes, cables and underground tanks supplying the main dwelling and attached buildings, at each location named in **Your Policy Schedule**.

## What you are covered for

### Sum insured

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The sum insured for each **House** is shown in **Your Policy Schedule**. To help **You** and **Us** agree on the appropriate sum insured, **We** will conduct appraisals of **Your House**. The sum insured may be changed when appraisals are conducted and when the **Policy** is renewed to reflect current costs and values.

**Rebuilding cost** means the lesser of the amount required at the time of loss to repair, replace or rebuild **Your House** or Other permanent structure, at the same location, using the same design and with the same quality of materials and workmanship which existed before the loss. This includes **Fees and associated costs**, plus the cost of complying with building regulations, local authority or other statutory requirements made necessary by the loss. **Rebuilding cost** also includes the reasonable expenses **You** incur to remove debris of a covered loss. **Rebuilding cost** does not include payment for the excavation, replacement or stabilisation of land.

**Fees and associated costs** means architects', surveyors', and legal fees necessarily **We** incur to repair, replace or rebuild.

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

### Inflation protection

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During the **Policy Period**, 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 and other suitable indexes as **We** shall determine. **Your** sum insured will also continue to be adjusted daily to reflect the current effect of inflation during a covered loss.

### Payment basis

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**Your Policy Schedule** indicates the payment basis for **Your House**.

#### Extended replacement cost

If the payment basis is Extended replacement cost, **We** will pay the **Rebuilding cost** even if this amount is greater than the sum insured shown in **Your Policy Schedule**.

### Replacement cost

If the payment basis is Replacement cost, **We** will pay the **Rebuilding cost** up to the sum insured for **Your House** or the sum insured for **Other permanent structures** as shown in **Your Policy Schedule**, whether or not **You** actually repair, replace or rebuild.

Extended replacement cost and Replacement cost are provided on the condition that **You** maintain at least the sum insured for **Your House** and Other permanent structure(s) as previously agreed, including any adjustments by **Us** based on appraisals, re-evaluations and annual adjustments for inflation.

**Extended replacement cost** and **Replacement cost** are subject to the following:

### Your duty

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To ensure that **You** are properly covered, **You** must maintain an appropriate sum insured. Please notify **Your** broker of any additions, alterations or renovations to **Your House** or **Other permanent structures**. **You** must notify **Your** broker at the beginning of construction so that the sum insured for **Your House** or **Other permanent structures** as shown in **Your Policy Schedule** can be adjusted to reflect the proper **Rebuilding cost**. **You** may apply for Extended replacement cost payment basis when the construction is complete, by notifying **Your** broker.

If **You** do not repair, replace or rebuild **Your House** or Other permanent structure(s) at the same location, **Your** payment basis will be **Replacement cost**.

If **You** cannot repair, replace or rebuild **Your House** because **Your** primary mortgagee or its assignees has recalled **Your** mortgage, **We** will pay up to the sum insured shown in the **Policy Schedule** for **Your House**.

If **You** have a partial loss to **Your House** and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, **We** will only pay the **Rebuilding cost**, less depreciation.

The covers below are included in **Your House** Cover and are in addition to the sum insured for **Your House** unless stated otherwise in **Your Policy** or an exclusion applies. An **Excess** applies to covers unless stated otherwise.

### Other permanent structures

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**We** cover **Other permanent structures** on the grounds of **Your House**. For each **Occurrence**, **We** will pay up to 20% of the sum insured for **Your House** at the location at which the loss occurs or any higher amount **You** previously purchased for **Other permanent structures** at that location. **Your** total sum insured for this cover is listed in the **Policy Schedule** under **Other permanent structures**. The payment basis for the **Other permanent structures** cover is **Replacement cost**.

**Other permanent structures** means any permanent structures within the grounds of **Your House** not attached to **Your House** or any boundary walls attached to **Your House**.

**We** do not cover loss or damage to any fence, gate, bulkhead, bridge, sea wall, jetty, pier, wharf or dock caused by wind, storm or flood.

### Memorial stones

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**We** will pay up to £1,000 for loss or damage to a stone or plaque in the memorial of **Your** parent, spouse, partner or child, occurring in the United Kingdom.

### Trace and access

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If water or oil escapes from **Your** household heating or water system, **We** cover the cost of removing and replacing any part of **Your House** or Other permanent structure necessary to repair **Your** household heating or water system up to £25,000.

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

### Additional living expense

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Under certain conditions (described below), when **Your House** cannot be lived in, because of a covered loss to **Your House**, **We** cover the loss of its use for additional living expenses which consists of: alternative accommodation, loss of rent and forced evacuation. There is no **Excess** for this cover.

#### Alternative accommodation

If **Your House** cannot be lived in because of a covered loss to **Your House**, **We** cover the reasonable additional costs of comparable accommodation, including reasonable accommodation for **Your** domestic pets and horses, incurred during the period of time necessary to restore **Your House** to a habitable condition. **We** cover additional costs for the lesser of the following:

- 2 years from the date of the loss; or
- the reasonable amount of time it takes to repair or rebuild **Your House**, or for **Your** household to relocate

The most **We** will pay is 20% of the sum insured for **Your House** for each **Occurrence**.

#### Loss of rent

If a part of **Your House** or Other permanent structure which is rented to others cannot be lived in because of a covered loss to **Your House** or Other permanent structure, **We** will pay the rent **You** would have received, including ground rent. **We** cover this loss of rent for the reasonable amount of time it takes to repair or rebuild that part of **Your House** or Other permanent structure which was rented to others, or for **Your** household to relocate.

The most **We** will pay is 20% of the sum insured for **Your House** for each **Occurrence**.

### Forced evacuation

If a government or public authority prohibits **You** from living in **Your House**, **We** cover the reasonable additional costs of comparable accommodation, including reasonable accommodation for **Your** domestic pets and horses. The prohibition must be a direct result of a loss to a neighbouring premises that would be a covered loss under this **Policy**.

**We** also cover any loss of rent if **Your House** or Other permanent structure or any part thereof is usually rented but **We** do not cover any loss of rents due to termination of a lease or agreement. **We** cover these forced evacuation expenses for up to 30 days from the date of the evacuation, even if the **Policy Period** ends during that time.

The most **We** will pay is 20% of the sum insured for **Your House** for each **Occurrence**.

### Land

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If there is a covered loss to **Your House** or Other permanent structure and the related repair or rebuilding requires excavation, replacement, or stabilisation of land under or around **Your House** or Other permanent structure, **We** will also pay up to 10% of the amount of the covered loss to **Your House** or Other permanent structure for the excavation, replacement, or stabilisation of the land.

### Trees, shrubs, plants and lawns

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**We** cover loss to trees, shrubs, plants, and lawns at **Your House** caused by fire, lightning, explosion, civil disturbance, malicious persons or vandals, theft, or a vehicle or aircraft. **We** will pay up to a total of 5% of the sum insured for **Your House** at the location at which the loss occurs. If **Your** payment basis is Extended replacement cost, the 10% is applied to the increased amount of cover.

**We** will not pay more than £1,000 for any one tree, shrub or plant.

### Falling trees

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**We** cover loss or damage to **Your House** and **Other permanent structures** caused by falling trees, including the cost of tree removal.

**We** will not pay more than £1,500 for each **Occurrence** of loss or damage to any fence, gate, bulkhead, bridge, pier, wharf or dock caused by falling trees. **We** will not pay for the cost of the removal of trees felled by a storm where no loss or damage has been caused to **Your House** or **Other permanent structures** at a residence listed on **Your Policy Schedule**.

### Unlimited lock replacement

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If the keys to **Your House** or Other permanent structure are lost or stolen, **We** will pay the cost of replacing the locks of **Your House** or Other permanent structure and any associated locks. There is no **Excess** for this cover.

## Emergency repairs

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After a covered loss, **We** cover the reasonable expenses **You** incur for necessary emergency repairs to protect **Your House** or **Other permanent structures** against further covered damage.

These payments do not increase the amount of cover for **Your House** or the **Other permanent structures** cover.

## Construction materials

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**We** will cover up to £100,000 for works, materials and supplies owned by **You** on the grounds of **Your House** or **Other permanent structures** for use in the construction, alteration or repair of **Your House** or **Other permanent structures**.

If the cost of the building work exceeds £100,000 **You** must notify **Us** before the building works begin. These payments apply only to a covered loss and they do not increase the amount of cover for **Your House** or the **Other permanent structures** cover.

## Unlimited loss of oil or metered water

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If oil or metered water escapes from **Your** household heating or water system at **Your House**, **We** cover the cost of loss of oil or metered water.

## Damage by oil

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**We** cover loss or damage to **Your House** caused by the escape of oil from any fixed domestic heating installation at **Your House**. **We** also cover the cost of clearing up contamination or pollution of land and/or water at **Your House** caused by any sudden, unforeseen and identifiable oil leakage from a domestic oil installation at **Your House** up to £25,000 in a **Policy Period**.

## Environmental upgrade cover

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**We** will contribute up to £10,000 for the reasonable expenses incurred by **You**, in installing a solar, wind or geothermal, electrical power-generating system as part of the repair or replacement of the part of **Your House** which is the subject of a covered loss within the **Policy Period**.

This cover applies only if:

- the amount of the covered loss is £10,000 or more prior to the application of the **Excess**; and
- the installation of a solar, wind or geothermal, electrical power-generating system was the first time such a system was installed at **Your House**

There is no **Excess** for this cover.

This payment does not increase the amount of cover for **Your House**.

### **Disability cover**

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**We** will pay up to £25,000 for essential alterations to **Your House** or Other permanent structure to allow **You** or a **Family Member** to live unassisted if **You** or a **Family Member** are permanently disabled as a result of either an illness or injury which first occurred during the **Policy Period**.

### **Sale of the House**

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If **You** enter into a contract to sell **Your** interest in any **House** shown in **Your Policy Schedule** and, between exchange of contracts (or in Scotland, the offer to purchase) and completion of the sale, the **House** is damaged by any covered loss, the purchaser shall be entitled to the benefit of this insurance in respect of such loss when the sale is completed, provided the **House** is not otherwise insured by the purchaser or on their behalf.

## Exclusions - What is not covered

### Excess

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Unless stated otherwise a basic **Excess** listed in the **Policy Schedule** applies to each and every covered loss but it does not apply to an individual covered loss of more than £10,000 under **Your Policy**. When appropriate, the Vacant House or Subsidence **Excess** will apply instead of the basic **Excess**; these **Excesses** are not waived on any covered loss.

### Vacant House Excess

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If the **House** has been substantially empty of furnishings and contents for more than 30 consecutive days at the time of a covered loss, and **You** did not notify **Us** it would be vacant, the **Excess** will be increased to 5% of the sum insured (unless it is already greater).

### Subsidence Excess

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An **Excess** of £1,000 applies to each covered loss due to subsidence, heave or landslip, unless a higher **Excess** already applies.

In addition to the **Policy** exclusions, the following exclusions apply to this cover part of **Your Policy**. The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from the circumstance described.

### Loss by animals

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**We** do not cover any loss or damage caused by vermin, insects or rodents. Nor do **We** cover any loss or damage caused by domestic animals due to chewing, scratching, tearing or fouling. But **We** do cover ensuing covered loss or damage unless another exclusion applies.

### Erosion

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

### Frost

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

### Carpets and curtains

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**We** do not cover any loss or damage to carpets and curtains under **House** Cover, but **We** do cover carpets and curtains under **Contents** Cover. **Your Policy Schedule** will state if this cover applies.

### Contamination

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Unless stated otherwise, **We** do not cover any loss or damage caused by contamination, pollution, waste, smog, or industrial or agricultural smoke. Nor do **We** cover the cost to extract pollutants or contaminants from land or water, or the cost to remove, restore or replace



polluted or contaminated land or water. A pollutant is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, biological agents, or waste.

A contaminant is an impurity resulting from the mixture of or contact of a substance with a foreign substance. Waste includes materials to be disposed of, recycled, reconditioned, or reclaimed.

### **Subsidence, heave or landslip**

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*We* do not cover any loss or damage to any land, patio, terrace, swimming pool, tennis court, footpath, pavement, driveway, bridge, retaining wall, boundary wall, garden wall, sea wall, jetty, pier, wharf or dock, domestic fixed fuel tank, fence or gate caused by subsidence, heave or landslip, unless **Your House** also sustains a covered loss or damage by the same circumstance described and at the same time. *We* also do not cover any loss or damage to solid floor slabs or any loss or damage caused by the movement of solid floor slabs unless the foundations beneath the exterior walls of **Your House** are also damaged by the same circumstance described and at the same time.

### **Structural changes**

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*We* do not cover loss or damage caused by the demolition, structural alteration, or repair of **Your House** or **Other permanent structures**.

### **Structural movement**

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*We* do not cover any loss or damage caused by the movement of **Your House** or **Other permanent structures**, unless caused by subsidence, heave or landslip.

### **Gradual or sudden loss**

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*We* do not cover any loss or damage caused by wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, warping, action of light, exposure to climatic temperatures, insects or vermin. *We* also do not cover any loss or damage caused by inherent flaw, latent defect or mechanical breakdown. But *We* do insure ensuing covered loss unless another exclusion applies.

### **Faulty planning, construction, or maintenance**

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*We* do not cover any loss or damage caused by the faulty acts, errors, or omissions of **You**, a **Family Member**, or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But *We* do insure ensuing covered loss unless another exclusion applies. Planning includes planning permission, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards. Construction includes materials, workmanship and parts or equipment used for construction or repair.

### **Cleaning and renovations**

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*We* do not cover any loss or damage caused by the process of cleaning, repairing, refinishing, dyeing, alteration, restoration, reframing, retouching or renovating.

## Contents Cover

**Contents** Cover only applies to **Your Policy** if shown in **Your Policy Schedule**. This part of **Your Policy** provides insurance against all risks of physical loss to **Your Contents** anywhere in the world unless stated otherwise in **Your Policy** or an exclusion applies. Exclusions can be found on pages 16, and 33-36 in this **Policy** booklet. Please also check if **Your Policy Schedule** contains Contract Modifications, as they can also be exclusions.

**Contents** means unspecified personal property owned by **You** or a **Family Member**, or for which **You** or a **Family Member** are legally responsible or personal property of **Your** guests, domestic employees or relatives whilst in any residence listed in **Your Policy Schedule**.

**Your Residence** means **Your Residence** with **Contents** Cover listed in **Your Policy Schedule**.

## What you are covered for

### Sum insured

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The sum insured for **Contents** at each residence listed in **Your Policy Schedule** is shown in **Your Policy Schedule**. To reduce the possibility of being underinsured, **You** should periodically review **Your** sum insured for **Contents** and request an increase if **You** feel the sum insured is insufficient.

### Payment basis

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The payment basis for **Contents** is **Replacement cost**.

**Replacement cost** means the full cost to replace the **Contents** without deduction for wear and tear except for clothing that is over 12 months old, or the amount required to repair the damage, whichever is less, up to the sum insured. However, for **Contents**, other than **Fine arts**, which are obsolete or unusable for the purpose for which they were originally intended because of their age or condition, the payment basis will be **Actual cash value**.

**Fine arts** means items of fine art including private collections of paintings, etchings, pictures, tapestries, art glass windows, or other bona fide works of art (for example, statues, antiques, rare books and manuscripts, porcelains, rare glass, objects d'art, etc), articles of historical value or artistic merit and any collection or 'collectible'.

**Actual cash value** means the cost to replace the **Contents** less wear and tear or the amount required to repair the damage, whichever is less, up to the sum insured.

### Inflation protection

During the **Policy Period**, the sum insured will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, the sum insured will include any increase in the Consumer Durables section of the Retail Price Index prepared by the Office for National Statistics and other suitable indexes as **We** shall determine.

For a covered loss to **Contents**, the amount of cover depends on where the loss occurs:

If the covered loss takes place at **Your Residence**, or at a location **You** do not own or live at, **We** will pay up to the sum insured, for each **Occurrence**.

However, if the covered loss takes place at a residence **You** or a **Family Member** own or live at which does not have **Contents** cover listed in **Your Policy Schedule**, or at a nursing or residential care home where **Your** parents or grandparents are resident, **We** will pay up to 10% of the highest amount of **Contents** cover in this **Policy** for each **Occurrence**. However, **Contents** in a newly-acquired principal residence are not subject to this limitation for the 60 days immediately after **You** begin to move **Your Contents** there.

In either case, **We** will choose the single listed location in **Your Policy Schedule** on which the payment is to be made, based upon the most favourable combination of the following:

- amount of **Contents** cover
- payment basis

Regardless of the number of policies providing **You** with **Contents** coverage, payment will be made based only on this chosen location and will not be made under more than one **Policy**.

### **Pairs, sets, and units**

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For a covered loss to a pair or set, or to part of a larger unit, **We** will pay whichever of the following is least:

- the cost to repair the damaged property to its condition before the loss;
- the cost to replace it; or
- the cost to make up the difference between its market value before and after the loss

However, if **You** surrender the undamaged article(s) of the pair, set, or unit to **Us** and **We** agree to accept, **We** will pay **You** the full replacement cost of the entire pair, set, or unit.

### Inner limits

For a covered loss to the following types of **Contents**, **We** will not pay more than the amounts shown. These inner limits do not increase the amount of coverage on **Your Contents** or on any item covered elsewhere in this **Policy**:

Item	Limit
Money, postal orders, cheques, banker's drafts, bank notes, bullion, gold, silver, or platinum	£2,500
Securities, accounts, deeds, evidences of debt, letters of credit, notes, manuscripts, passports, gift or top up cards, or tickets	£2,500
Watercraft, including their furnishings, equipment, and outboard motors	£5,000
Trailers and caravans	£5,000
Jewellery, including articles of personal adornment containing gemstones, silver, gold, platinum, or other precious metals or alloys. This also includes costume jewellery, watches or precious and semi-precious stones, whether set or unset	£2,500
Furs	£5,000
Items of precious metals including silverware, tableware, trays, trophies and similar household articles, other than jewellery, which are made of gold, gold plate, silver, silver plate, pewter, or platinum	£2,500
Collectible stamps, coins, medals or other items that are part of a collection. However, when this property is located in a bank vault or bank safe deposit box, <b>Your</b> full <b>Contents</b> cover will apply for a covered loss	£2,500
Pedal cycles including cycle accessories and parts	£5,000
Guns	£2,500
Contents, except garden statues and ornaments, left unattended within the grounds of Your Residence	£5,000
Students' possessions meaning <b>Contents</b> whilst <b>You</b> or a <b>Family Member</b> are residing at a hall of residence, flat or house for the purpose of attending boarding school, college or university	£5,000
Contents stolen from outbuildings or garages unless there are visible signs of forcible or violent entry to or exit from the outbuilding or garage	£5,000
Wine	£5,000

### Inner limits per article

For a covered loss to the following types of Contents, **We** will not pay more than the amounts shown per article. These inner limits do not increase the amount of coverage for **Your Contents**.

Item	Limit
Students' possessions	£1,000
Fine arts	£15,000

The covers below are included in **Your Contents** Cover and are in addition to the sum insured for **Your Contents** unless stated otherwise in **Your Policy** or an exclusion applies. The **Excesses** apply to covers unless stated otherwise.

### Home business property

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**We** cover up to £10,000 for a covered loss to **Home business property** at **Your Residence**. However, additional cover for **Home business property** at **Your Residence** may be purchased separately. Any additional cover will be shown on **Your Policy Schedule**.

A limit of £2,500 per item applies to this cover.

**Home business property** means furnishings, supplies and equipment used to conduct **Your Business** at **Your Residence**.

**We** do not cover any loss or damage to **Business** money, postal orders, cheques, banker's drafts, bank notes, bullion, gold, silver, or platinum.

### Data recovery

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**We** cover loss to **Personal or Business Data** stored in a computer at **Your Residence**. **We** will pay up to £2,500 for the recovery, by an external professional person or body, of **Personal or Business Data**, as a result of a covered loss to a computer.

**Personal or Business Data** means **Your** personal or **Business** facts or records. It does not include any hardware, software, or materials on which data is recorded, including magnetic tapes, disks, paper tapes and cards.

### Newly-acquired items

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**We** cover **Your** newly-acquired **Contents** for 20% of the highest amount of **Contents** Cover as listed on **Your Policy Schedule** but **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 not to insure the newly-acquired **Contents** after the 60th day.

### **Additional living expense**

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Under certain conditions (described below), when **Your Residence** cannot be lived in, expense because of a covered loss to **Your Residence**, **We** cover the loss of its use for additional living expenses. There is no **Excess** for this cover.

#### **Forced evacuation**

If a government or public authority prohibits **You** from living in **Your Residence**, **We** cover the reasonable additional costs of comparable accommodation. The prohibition must be a direct result of a loss to a neighbouring premises that would be a covered loss under this **Policy**. **We** also cover any loss of rent if **Your Residence** or part of **Your Residence** is usually rented but **We** do not cover any loss of rents due to termination of a lease or agreement. We cover these forced evacuation expenses for up to 30 days from the date of the evacuation, even if the **Policy Period** ends during that time.

The most **We** will pay is 20% of the sum insured for **Your Contents** for each **Occurrence**.

#### **Alternative accommodation**

If **Your Residence** listed in **Your Policy Schedule** cannot be lived in because of a covered loss to **Your Residence**, **We** cover the reasonable additional costs of comparable accommodation incurred during the period of time necessary to restore **Your Residence** to a habitable condition. **We** cover the additional costs for the lesser of the following time periods:

- 2 years from the date of the loss; or
- the reasonable amount of time it takes to repair or rebuild **Your Residence**, or for **Your** household to relocate

The most **We** will pay is 20% of the sum insured for **Your Contents** for each **Occurrence**.

#### **Loss of rent**

If a part of **Your Residence** which is rented to others cannot be lived in because of a covered loss to **Your Residence**, **We** will pay the rent **You** would have received, including up to 2 years' ground rent. **We** cover this loss of rent for the lesser of the following time periods:

- 2 years from the date of the loss; or
- the reasonable amount of time it takes to repair or rebuild that part of **Your Residence** which was rented to others, or for **Your** household to relocate

The most **We** will pay is 20% of the sum insured for **Your Contents** for each **Occurrence**.

### Tenants' improvements

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This cover only applies if **You** or a **Family Member** are a tenant or leaseholder. **We** cover the building additions, alterations, fixtures, improvements, and installations which **You** own or are responsible for at **Your Residence**. For a covered loss to these improvements, **We** will pay up to 10% of the sum insured for the **Contents** at this residence or any higher amount shown in **Your Policy Schedule** under Tenants' improvements.

### Tenants' trace and access

If water or oil escapes from **Your** household heating or water system, **We** cover the cost of removing and replacing any part of **Your** Tenants' improvements necessary to repair **Your** household heating or water system up to £25,000.

**We** do not cover loss to **Your** household heating, cooking or water system itself.

### Trees, shrubs, plants and lawns

**We** cover loss to **Your** or a **Family Member's** trees, shrubs, plants, and lawns at **Your Residence** caused by fire, lightning, explosion, civil disturbance, malicious persons or vandals, theft, or a vehicle or aircraft.

**We** will pay up to a total of 5% of the sum insured for **Contents** at the location at which the loss occurs.

**We** will not pay more than £1,000 for any one tree, shrub or plant.

### Unit assessments

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If **You** own **Your Residence**, **We** cover **Your** share of an assessment charged against all unit owners in **Your** tenants association. But the assessment must be as a result of loss to property owned collectively by all residents, or of liability that would be covered under this **Policy**. For any one loss, **We** will pay up to £50,000 for a unit assessment.

**We** will not pay more than £1,000 of an assessment which results from an **Excess** in **Your** tenants association's insurance.

### **Unlimited loss of oil or metered water**

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If oil or metered water escapes from a household heating or water system at a residence listed in **Your Policy Schedule**, **We** cover the cost of loss of oil or metered water.

### **Damage by oil**

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**We** cover loss or damage to **Your Contents** caused by the escape of oil from any fixed domestic heating installation at **Your House**.

### **Unlimited lock replacement**

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If the keys to **Your Residence** are lost or stolen, **We** will pay the cost of replacing the locks of **Your Residence** and any of **Your** associated locks. There is no **Excess** for this cover.

### **Marquees**

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**We** cover up to £10,000 for a covered loss to a **Marquee** whilst at **Your Residence**. This cover does not apply if the Marquee is insured elsewhere.

**Marquee** means a marquee and any associated equipment and furnishings temporarily hired by **You** and for which **You** are legally responsible.

### **Motorised land vehicles**

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**We** cover loss or damage in respect of a covered loss to :

- motorcycles with an engine capacity less than 51cc used within the grounds of a residence listed in **Your Policy Schedule** and not registered for road use.
- quad bikes, golf carts and garden machinery used solely for domestic purposes, and vehicles used to assist the disabled which are not required to be registered for road use.

**We** will pay up to £5,000 in total in respect of a covered loss to motorcycles or quad bikes as described above.



## Exclusions - What is not covered

### Excess

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Unless stated otherwise a basic **Excess** listed in the **Policy Schedule** applies to each and every covered loss but it does not apply to an individual covered loss of more than £10,000 under **Your Policy**. When appropriate, the Vacant House or Subsidence **Excess** will apply instead of the basic **Excess**; these **Excesses** are not waived on any covered loss.

### Vacant House Excess

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If the **House** has been substantially empty of furnishings and contents for more than 30 consecutive days at the time of a covered loss, and **You** did not notify **Us** it would be vacant, the **Excess** will be increased to 5% of the sum insured (unless it is already greater).

### Subsidence Excess

---

A **Excess** of £1,000 applies to each covered loss due to subsidence, heave or landslip, unless a higher **Excess** already applies.

In addition to the **Policy** exclusions, the following exclusions apply to this cover part of **Your Policy**. The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from the circumstance described.

### Aircraft

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**We** do not cover any loss or damage to manned or unmanned aircraft, including drones, or their parts.

### Loss to animals

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

### Loss by animals

---

**We** do not cover any loss or damage caused by vermin, insects or rodents. Nor do **We** cover any loss or damage caused by domestic animals due to chewing, scratching, tearing or fouling. But **We** do cover ensuing covered loss unless another exclusion applies.

### Computer error

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**We** do not cover any loss or damage caused by an error in computer programming or instructions to the computer.

### Confiscation

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

### **Misappropriation**

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*We* do not cover any loss or damage to *Contents* caused by the taking or other misappropriation of *Contents* from *You* or a *Family Member* by *Your* spouse or by another *Family Member*. But *We* do cover loss to *Contents* by a domestic employee.

### **Lottery tickets and winnings**

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*We* do not cover any loss or damage to lottery tickets and lottery winnings.

### **Tenants' property**

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*We* do not cover any loss or damage to property of *Your* tenants.

### **Fees**

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*We* do not cover any fees incurred by *You* in preparing or furthering any *Contents* claim.

### **Motorised land vehicles**

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Unless stated otherwise in *Your Policy* *We* do not cover any loss or damage to any motorised land vehicle.

### **Cleaning and renovations**

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*We* do not cover any loss or damage caused by the process of cleaning, repairing, refinishing, dyeing, alteration, restoration, reframing, retouching or renovating.

### **Theft of certain electronic equipment from a motorised land vehicle**

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*We* do not cover any theft, attempted theft, or damage of:

- sound reproducing, receiving or transmitting equipment;
- equipment to view visual recordings;
- game consoles and their accessories;
- equipment for transmitting or reproducing print or still pictures;
- data processing equipment;
- global positioning and navigational systems;
- scanning monitors, radar and laser detectors;

or any other similar equipment, including their accessories and antennas from a motorised land vehicle if the equipment is permanently installed in the motorised land vehicle or removable from a housing unit which is permanently installed in the motorised land vehicle.

### **Motor parts and accessories**

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*We* do not cover any loss or damage to motor vehicle parts or accessories.

### **Watercraft**

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*We* do not cover any loss or damage caused by the sinking, swamping, stranding, or collision of a watercraft or its trailer, equipment, or outboard motor. But *We* do cover collision of a watercraft, its trailer, equipment and outboard motor, with a land vehicle unless another exclusion applies.

### **Contamination**

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Unless stated otherwise, *We* do not cover any loss or damage caused by contamination, pollution, waste, smog, or industrial or agricultural smoke. Nor do *We* cover the cost to extract pollutants or contaminants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

A pollutant is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, biological agents or waste.

A contaminant is an impurity resulting from the mixture of or contact of a substance with a foreign substance. Waste includes materials to be disposed of, recycled, reconditioned, or reclaimed.

### **Gradual or sudden loss**

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*We* do not cover any loss or damage caused by wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, warping, action of light, exposure to climatic temperatures, insects or vermin. *We* also do not cover any loss or damage caused by inherent flaw, latent defect or mechanical breakdown. But *We* do insure ensuing covered loss unless another exclusion applies.

### **Faulty planning, construction, or maintenance**

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*We* do not cover any loss or damage caused by the faulty acts, errors, or omissions of *You*, a *Family Member*, or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But *We* do insure ensuing covered loss unless another exclusion applies.

Planning includes planning permission, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards.

Construction includes materials, workmanship and parts or equipment used for construction or repair.

### **Business property**

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*We* do not cover any loss or damage to business property other than provided under the cover for Home business property.

*We* do not cover any loss or damage to business money, postal orders, cheques, banker's drafts, bank notes, bullion, gold, silver, or platinum.

### **Moving**

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*We* do not cover any loss or damage caused to items of fine art including private collections of paintings, etchings, pictures, tapestries, art glass windows, or other bona fide works of art (for example, statues, antiques, rare books and manuscripts, porcelains, rare glass, objects d'art, etc), articles of historical value or artistic merit and any collection or 'collectible' caused whilst being moved to or from **Your** Residence to or from any other residence or premises unless they have been packed by professional Fine art packers.

### **Storage**

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*We* do not cover any loss or damage to **Contents** located in a storage facility for longer than six months in each **Policy Period**. Nor do *We* cover Contents located in a storage facility outside the territorial limits of the United Kingdom.

### **Theft from unattended motor vehicles**

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*We* do not cover any loss or damage to **Contents** caused by theft or attempted theft from an unattended motor vehicle unless the motor vehicle is locked at the time of the covered loss. The most *We* will pay is £5,000 for each **Occurrence** of theft or attempted theft of **Contents** from an unattended motor vehicle.

## Valuable Articles Cover

Valuable Articles Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This part of **Your Policy** provides insurance against all risks of physical loss to **Your Valuable Articles** anywhere in the world unless an exclusion applies. Exclusions can be found on pages 16, and 41-42 in this **Policy** booklet. Please also check if **Your Policy Schedule** contains Contract Modifications, as they can also be exclusions.

**Valuable Articles** means personal property owned by **You** or a **Family Member**, or for which **You** or a **Family Member** are legally responsible.

### Categories of Valuable Articles

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**Jewellery** means articles of personal adornment containing gemstones, silver, gold, platinum, or other precious metals or alloys. This also includes costume jewellery, watches or precious and semi-precious stones, whether set or unset.

- **In-vault Jewellery** Specified **Jewellery** described in **Your Policy Schedule** as in-vault must be kept in a bank vault.

There is no cover for in-vault **Jewellery** whilst not held in a bank vault unless **We** agree in advance to cover those articles.

- **In-safe Jewellery** Specified **Jewellery** described in **Your Policy Schedule** as in-safe must be kept in a safe.

There is no cover for in-safe **Jewellery** whilst not held in a safe unless **We** agree in advance to cover those articles.

**Fine arts** means private collections of paintings, etchings, pictures, tapestries, art glass windows, or other bona fide works of art (for example, statues, antiques, rare books and manuscripts, porcelains, rare glass, objects d'art, etc.), articles of historical value or artistic merit and any collection or 'collectible' not specifically identified below. However, **Valuable Articles Cover** does not apply to any property in the custody of dealers, auction rooms, museums, or art galleries when insured in the name of such institutions.

**Furs** means garments made of, trimmed in, or consisting principally of fur.

**Stamps and coins** means stamps or coins contained in a private and personal stamp or coin collection not owned by dealers or auctioneers. This includes other philatelic property, including books, pages and mountings and other numismatic property including coin albums, containers, frames, cards and display cabinets used with **Your** collection.

**Guns** means guns actively in use. Guns that are part of a collection and not in active use may qualify for **Our** collectibles category.

**Collectibles** means private collections of rare, unique or novel articles of personal interest (for example, dolls, guns, model trains) including memorabilia.

**Wine** means a collection of alcoholic beverages produced by the fermentation of grapes at a commercial winery, including wine containers and their contents, storage units, climate control systems, wine cellar furnishings and accessories, all associated with the wine.

**Precious metals** means silverware, tableware, trays, trophies and similar household articles, other than jewellery, which are made of gold, gold plate, silver, silver plate, pewter, or platinum.

**Cameras** means cameras, visual recording equipment, projection machines, projection and camera films, and related equipment.

**Musical instruments** means musical instruments and equipment.

## What you are covered for

The sum insured for each category of **Valuable Articles**, and for each specified article, is shown in **Your Policy Schedule**.

To reduce the possibility of being under insured, **You** should periodically review **Your** sums insured for **Valuable Articles** and request an increase if **You** feel the sums insured are insufficient.

### Specified Valuable Article cover

For a covered loss to an article listed in **Your Schedule** of specified articles, **We** will pay the amount required to repair, replace or restore the property, whichever is less, without deduction for wear and tear.

### Partial loss

If the specified article is partially lost or damaged, **We** will pay the cost to restore the specified article without deduction for wear and tear to its condition immediately before the loss up to the sum insured for that specified article.

### Loss of market value

If the specified article cannot be fully restored to its condition and market value immediately before the loss, **We** will pay the restoration costs, if restoration is attempted, plus any Loss of market value up to the sum insured for that specified article.

Loss of market value is determined as follows:

- If the sum insured for the specified article is less than the market value immediately before the loss, **We** will apply the **Percentage change** to the market value immediately before the loss
- If the sum insured for the specified article is greater than the market value immediately before the loss, **We** will apply the **Percentage change** to the sum insured for that specified article

**Percentage change** means the change in market value resulting from the covered loss, after restoration if any, expressed as a percentage.

### Total loss

If the specified article is lost or totally destroyed, **We** will pay the sum insured for that article.

**Total Loss extended replacement cover**

However, if after a covered loss, the sum insured for a specified article is less than the market value and;

<b>For <i>Fine arts</i>:</b>	the sum insured can be proven by a professional valuation dated within the three (3) year period immediately prior to the covered loss
<b>All other categories of <i>Valuable Articles</i>:</b>	the sum insured can be proven by a professional valuation dated within the one (1) year period immediately prior to the covered loss

We will pay the market value immediately before the loss up to;

<b>For <i>Fine arts</i>:</b>	150% of the sum insured for that specified article, or the sum insured plus an additional £500,000, whichever is less
<b>All other categories of <i>Valuable Articles</i>:</b>	up to the sum insured as shown in <b><i>Your Policy Schedule</i></b> for that category of <b><i>Valuable Articles</i></b> coverage

When We pay for a total loss, the salvage becomes ***Our*** property.

**Unspecified cover**

For a covered loss to an unspecified article listed in ***Your Policy Schedule***, We will pay the amount required to repair, replace or restore the property, whichever is less, without deduction for wear and tear. If the restored value is less than the market value immediately prior to the loss, We will pay the difference. But We will not pay more than the amount of unspecified cover for that category of ***Valuable Articles*** listed in ***Your Policy Schedule*** and We will not pay more than the unspecified limit per article for loss to any one article.

The unspecified limit per article is £5,000.

**Pairs, sets and units**

For a covered loss to a pair or set, or to part of a larger unit, We will pay whichever of the following is least:

- the cost to replace it;
- the cost to make up the difference between its market value before and after the loss

However, if You surrender the undamaged article(s) of the pair, set or unit to Us We will pay You the full replacement cost of the entire pair, set or unit.

**Temporary cover for *Fine arts* and *Jewellery***  
 We only cover items of ***Fine arts*** and ***Jewellery*** that are loaned to You, or borrowed by You, up to seven days from the commencement of the loan or borrowing period, up to a maximum of 25% of Your total specified sum insured in the same category of ***Valuable Articles***, or £10,000, whichever is the lesser amount.

**Valuable Articles on loan**  
 We only cover ***Valuable Articles*** that are loaned by You from the commencement of the loan period up to a maximum of 25% of Your total specified sum insured in the same category of ***Valuable Articles***, or £50,000, whichever is the lesser amount.

### **Newly-acquired Valuable Articles**

**We** automatically cover newly-acquired **Valuable Articles** provided **You** already have specified **Valuable Articles** shown in **Your Policy Schedule** in that category. The basis and amount of cover for these articles is described below :

#### **Fine arts**

**We** cover **Your** newly-acquired **Fine arts** for 25% of **Your** total specified sum insured for **Fine arts** up to £100,000. But **You** must request cover for the newly-acquired **Fine arts** within 60 days after **You** acquire them and pay **Us** the additional premium from the date acquired.

#### **All other categories**

**We** cover **Your** newly-acquired articles (except **Fine arts**) for 25% of **Your** total specified sum insured in the same category, up to £50,000 for each category. But **You** must request cover for the newly-acquired articles within 60 days after **You** acquire them and pay **Us** the additional premium from the date acquired.

**We** reserve the right not to insure the newly- acquired articles after the 60th day. Newly acquired cover does not increase any floating limit shown on **Your Policy Schedule** under the In-safe Jewellery or In-vault Jewellery section(s).



## Exclusions - What is not covered

### Excess

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Unless stated otherwise a basic **Excess** listed in the **Policy Schedule** applies to each and every covered loss but it does not apply to an individual covered loss of more than £10,000 under **Your Policy**.

In addition to the **Policy** exclusions, the following exclusions apply to this cover part of **Your Policy**.

The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from the circumstance described.

### Musical and photographic articles used for profit

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**We** do not cover any loss or damage to musical instruments, cameras, or related equipment used for profit, **Your Business** or any professional activity.

### Computer error

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**We** do not cover any loss or damage caused by an error in computer programming or instructions to the computer.

### Loss by animals

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**We** do not cover any loss or damage caused by vermin, insects or rodents. Nor do **We** cover any loss or damage caused by domestic animals due to chewing, scratching, tearing or fouling. But **We** do cover ensuing covered loss unless another exclusion applies.

### Misappropriation

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**We** do not cover any loss or damage to **Valuable Articles** caused by the taking or other misappropriation of **Valuable Articles** from **You** or a **Family Member** by **Your** spouse or by another **Family Member**. But **We** do cover loss to **Valuable Articles** by a domestic employee.

### Fees

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**We** do not cover any fees **You** incur in preparing or furthering any **Valuable Articles** claim.

### Cleaning and renovations

---

**We** do not cover any loss or damage caused by the process of cleaning, repairing, refinishing, dyeing, alteration, restoration, reframing, retouching or renovating.

### **Additional exclusions for stamps and coins**

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

- fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, or temperature extremes; or
- handling or being worked on

*We* also do not cover the disappearance of an individual stamp, coin, or other article that is insured as part of a collection unless it is mounted in a volume and the page is also lost.

### **Gradual or sudden loss**

---

*We* do not cover any loss or damage caused by wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, warping, action of light, exposure to climatic temperatures, insects or vermin. *We* also do not cover any loss or damage caused by inherent flaw, latent defect or mechanical breakdown. But *We* do insure ensuing covered loss unless another exclusion applies.

### **Faulty planning, construction, or maintenance**

---

*We* do not cover any loss or damage caused by the faulty acts, errors, or omissions of *You*, a *Family Member*, or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But *We* do insure ensuing covered loss unless another exclusion applies.

Planning includes planning permission, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards.

Construction includes materials, workmanship and parts or equipment used for construction or repair.

### **Moving**

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*We* do not cover any loss or damage to Collectibles, Precious metals, Wine or Fine arts caused whilst they are being moved to or from any other residence or premises unless they have been packed by professional Fine art packers.

### **Storage**

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*We* do not cover any loss or damage to *Valuable Articles* located in a storage facility for longer than six months in each *Policy Period*. Nor do *We* cover *Valuable Articles* located in a storage facility outside the territorial limits of the United Kingdom.

### **Unattended Valuable Articles**

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*We* do not cover any loss or damage caused by theft or attempted theft from an unattended motor vehicle unless the motor vehicle is locked at the time of the covered loss. However *We* will pay up to £5,000 for each *Occurrence* of theft or attempted theft from an unattended motor vehicle.

## Liability Cover

Liability Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

**We** cover damages a **Covered Person** is legally responsible to pay for **Personal injury** or **Property Damage** which take place anytime during the **Policy Period** and are caused by an **Occurrence** anywhere in the world, unless stated otherwise in **Your Policy** or an exclusion applies. Exclusions can be found on pages 16, and 48-50 in this **Policy** booklet. Please also check if **Your Policy Schedule** contains Contract Modifications, as they can also be exclusions.

### What you are covered for

#### Limit of liability

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The maximum amount **We** will pay up to is shown in **Your Policy Schedule**. **We** will pay on **Your** behalf up to that amount for covered damages from any one **Occurrence**, regardless of how many claims, homes, or people are involved in the **Occurrence**. Any costs **We** pay for legal expenses (see Defence Cover) are in addition to the amount **We** will pay up to shown in **Your Policy Schedule**.

##### Childrens play equipment

**We** will only pay up to £2,000,000 for covered damages, including Defence Cover, following a covered loss caused by trampolines, childrens' play equipment, bouncy castles and other similar inflatable play equipment.

##### Motorised land vehicles

**We** will only pay up to £2,000,000 for covered damages, including Defence Cover, following a covered loss arising out of the ownership, possession or use of :

- motorcycles with an engine capacity less than 51cc used within the grounds of a residence listed in **Your Policy Schedule** and not registered for road use.
- quad bikes, golf carts, garden machinery used solely for domestic purposes or vehicles used to assist the disabled which are not required to be registered for road use.

#### Defence Cover

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**We** will pay legal defence costs and legal expenses incurred by a **Covered Person** with **Our** prior written consent. In jurisdictions where **We** may be prevented by local law from carrying out these legal defence covers, **We** will pay only those legal defence expenses that **We** agree in writing to pay and that are incurred by **You**.

The covers below are included in **Your** Liability Cover and are in addition to the sum insured for **Your** Liability Cover unless stated otherwise in **Your Policy** or an exclusion applies.

### **Defective Premises Act liability**

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**We** cover damages **You** are legally liable to pay in connection with any **House** formerly owned or occupied by **You** and incurred by reason of any duty of care owed with respect to work done on the premises before it was disposed of by **You**, 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 this **Policy** is terminated on 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 insurance **Policy**.

### **Business pursuits**

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**We** cover damages arising out of a residence which is listed in **Your Policy Schedule** which is rented to others, volunteer work for an organised and registered charitable, religious or community group, an **Incidental Business Away From Home**, an **Incidental Business At Home**, or **Incidental Farming**, unless another exclusion applies.

**Incidental Business Away From Home** means a self-employed sales activity or a self-employed **Business** activity, normally undertaken by persons under the age of 18, such as newspaper delivery, baby-sitting, caddying, or lawn care. These activities must:

- not yield gross revenues in excess of £5,000 in any year;
- have no employees subject to national employment laws; and
- conform to all laws and government regulations

**Incidental Business At Home** means a **Business** activity, other than renting out to others or farming, conducted on **Your** residence listed in **Your Policy Schedule** which must:

- not yield gross revenues in excess of £5,000 in any year, except for the **Business** activity of managing **Your** personal investments;
- have no employees subject to national employment laws; and
- conform to all laws and government regulations

**Incidental Farming** means a farming activity which:

- is incidental to **Your** use of **Your** residence listed in **Your Policy Schedule** as **Your** home;
- does not involve employment of others for more than 1,000 hours of farm work during the **Policy Period**;
- does not produce more than £5,000 in gross annual revenue from horticultural operations; and with respect to the raising or care of animals:
- does not produce more than £15,000 in gross annual revenues;
- does not involve more than 10 sales transactions during the **Policy Period**;
- does not involve the sale of more than 25 animals during the **Policy Period**

### **Domestic staff cover**

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*We* cover damages up to £10,000,000 which **You** or a **Family Member** are legally liable to pay for **Bodily injury** to any domestic staff employed at any of **Your** residences listed on **Your Policy Schedule**. The injury must be caused by an accident and it must arise from and during any such domestic staff's employment by **You** or a **Family Member**.

This cover applies at any of **Your** residences listed on **Your Policy Schedule** or if **You** are temporarily visiting elsewhere in the world.

### **Reversal of damages - Court awards that you cannot recover**

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If, within three months, **You** have not received the full amount of any damages awarded to **You** by any court of law in the United Kingdom for **Bodily injury** or **Property Damage**, *We* will pay **You** the amount **You** are owed up to the maximum amount shown in **Your Policy Schedule**.

This cover only applies if *We* would have covered **Your** liability if **You** had caused the injury or damage and **You** are not waiting for an appeal on the judgment.

If **You** receive any damages after *We* have paid **You** for them, **You** must return that amount to **Us**.

This cover applies only if the judgment is not subject to an appeal pending and has remained unsatisfied in whole or in part three months after the date of the said award. *We* will pay the outstanding amount of the judgment to **You** subject to the sum insured shown in **Your Policy Schedule**.

### **Hired or borrowed motor cars**

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*We* provide the following cover for a motor car hired or borrowed by **You** or a **Family Member** in the United States or Canada, provided the term of hire or loan does not exceed 45 days. To the extent any compulsory insurance law requires **You** to have any other coverage in order to operate the hired or borrowed motor car in the United States or Canada, this cover will be deemed to include the minimum additional coverage(s) required by law.

*We* will only provide this cover in excess of any other insurance that applies to these damages. This cover includes:

#### **Third Party Liability**

*We* cover damages a **Covered Person** is legally obligated to pay for **Personal injury** and **Property Damage** which takes place any time during the **Policy Period** and are caused by an **Occurrence** resulting from a **Covered Person's** use of a hired or borrowed motor car in the United States or Canada.

#### **Damage to a hired or borrowed motor car**

*We* cover damages a **Covered Person** is legally obligated to pay for damage to a hired or borrowed motor car which takes place any time during the **Policy Period** and is caused by an **Occurrence** resulting from a **Covered Person's** use of the hired or borrowed motor car in the United States or Canada.

### **Uninsured or Underinsured Motor Vehicles**

**We** cover up to £25,000 for damages a **Covered Person** is legally entitled to receive for **Bodily injury** from the owner or operator of an uninsured or underinsured motor vehicle caused by an **Occurrence**. The **Bodily injury** must take place during the **Policy Period** and be caused by an **Occurrence** involving the hired or borrowed motor car in the United States or Canada.

**Uninsured or Underinsured Motor Vehicle** means a motorised land vehicle which at the time of the **Occurrence**:

- has no applicable **Bodily injury** liability insurance **Policy** or bond;
- has an applicable **Bodily injury** liability insurance **Policy** or bond which is less than the minimum amount required by law;
- has an applicable **Bodily injury** liability insurance **Policy** or bond, but the provider of the insurance or bond denies coverage or becomes insolvent; or
- is a 'hit and run' vehicle whose owner or operator cannot be identified

Subject to any specific sub-limit(s) of cover stated in this cover for hired or borrowed motor cars, **We** will not pay more than £1,000,000 for all damages caused by any one **Occurrence**.

## Definitions - What words mean

The following words used in this cover part have the special meaning defined here. Throughout this cover part of the **Policy**, defined terms will be capitalised, in italics and bold.

**Covered Person** means:

- **You** or a **Family Member**;
- any other person or organisation with respect to liability because of acts or omissions of **You** or a **Family Member**; or
- any combination of the above

**Personal injury** means the following injuries and death resulting from such injuries:

- **Bodily injury**;
- shock, mental anguish, or mental injury;
- false arrest or wrongful detention;
- wrongful entry or eviction;
- malicious prosecution or humiliation; and
- libel, slander, defamation of character, or invasion of privacy

**Bodily injury** means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.

**Property Damage** means physical injury to or destruction of tangible property, including the loss of its use.

## Conditions

In addition to the **Policy** conditions, the following conditions apply to this cover part of **Your Policy**.

### Duties after a loss

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In case of an **Occurrence**, **You**, a **Family Member** or a **Covered Person** shall perform the following duties for cover to apply:

#### Notification

**You**, a **Family Member** or a **Covered Person** must notify **Us** or **Your** broker as soon as possible.

#### Assistance

**You**, a **Family Member** or a **Covered Person** must provide **Us** with all available information. This includes documentation which may help **Us** in the event that **We** provide a defence. **You**, a **Family Member** or a **Covered Person** must not admit or deny liability or reject or accept any settlement of a third party claim unless prior written authorisation has been obtained from **Us**.

#### Co-operation

**You**, a **Family Member** or a **Covered Person** must co-operate with **Us** fully in any legal defence. This may include any association by **Us** with **You**, a **Family Member** or a **Covered Person** in defence of a claim reasonably likely to involve **Us**.

### Legal action against Us

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If **You**, a **Family Member** or a **Covered Person** have a loss under Liability Cover, **You**, a **Family Member** or a **Covered Person** agree not to bring any action against **Us** until the obligation has been determined by final judgement or a written agreement by **Us**.

### Appeals

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If **You**, a **Family Member** or a **Covered Person** or any other insurer, does not appeal a judgement for covered damages, **We** may choose to do so. **We** will then bear all expenses, taxable costs, and interest arising out of the appeal. However, the limit of liability of cover for damages will not be increased.

## Exclusions - What is not covered

In addition to the *Policy* exclusions, the following exclusions apply to this cover part of *Your Policy*.

The words **caused by** mean any loss or damages which are contributed to, made worse by, or in any way results from the circumstance described.

### **Personal injury to a Covered Person**

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*We* do not cover any damages for *Personal injury* to a *Covered Person*.

### **Director's liability**

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*We* do not cover any damages for any *Covered Person's* actions or failure to act as an officer or member of a board of directors of any corporation or organisation. However, *We* do cover such damages if *You* or a *Family Member* is not being compensated as an officer or member of a board of directors of a non-profit corporation or organisation, unless another exclusion applies.

### **Domestic staff cover**

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*We* do not cover any damages *You*, a *Covered Person* or a *Family Member* is legally liable to pay following any judgement or award given or made outside the courts of a Member State of the European Union or the United Kingdom.

### **Business pursuits**

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Unless stated otherwise in *Your Policy* *We* do not cover any damages arising out of a *Covered Person's Business* pursuits, investment or other profit seeking activities.

### **Communicable disease**

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*We* do not cover any damages resulting directly or indirectly from the transmission of any communicable disease or virus.

### **Contractual liability**

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*We* do not cover any damages arising from contracts or agreements unless liability for such damages would have existed without the agreement.

### **Aircraft**

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*We* do not cover any damages arising out of the ownership, possession, or use of any manned or unmanned aircraft, including drones, except aircraft chartered with qualified and professional crew by *You*. *We* do not cover any *Property Damage* to aircraft rented to, owned by, or in the care, custody or control of any *Covered Person*.



### **Motorised land vehicles**

---

Unless stated otherwise, **We** do not cover any damages (except to a domestic worker) arising out of the ownership, possession or use of any motorised land vehicle.

This exclusion does not apply to the cover for Hired or borrowed motor cars.

### **Large watercraft**

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**We** do not cover any damages arising out of the ownership, possession, or use of any watercraft 26 feet or longer or with more than 50 horsepower owned by a **Covered Person**, or any watercraft furnished or rented to a **Covered Person** for longer than 30 days.

### **Unlicensed firearms**

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**We** do not cover any damages arising out of the ownership, possession or usage of any unlicensed firearm.

### **Property in your care**

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**We** do not cover any person for damages to property belonging to or held in trust by or in the custody or control of any **Covered Person**. This exclusion does not apply to the cover for hired or borrowed motor cars.

### **Financial guarantees**

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**We** do not cover any damages for a **Covered Person's** guarantee of the financial performance of any **Covered Person**, other individual or organisation.

### **Professional services**

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**We** do not cover any damages for a **Covered Person's** performing or failure to perform professional services, or for professional services for which any **Covered Person** is legally responsible or licensed.

### **Dangerous dogs**

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**We** do not cover any damages for which a **Covered Person** may be held liable relating to a dog defined as dangerous under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any amending legislation.

### **Hired or borrowed motor cars cover exclusions**

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The following exclusions apply to the cover for hired or borrowed motor cars, in addition to those already stated herein.

### **Vehicles used for a fee**

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*We* do not cover any damages arising out of the operation of a hired or borrowed motor car while it is being used to carry people or property for a fee. This exclusion does not apply to a sharing agreement, unless another exclusion applies.

### **Competitive racing/track use**

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*We* do not cover any damages to a hired or borrowed motor car arising out of the participation in, or instruction, practice or preparation for competitive racing, rallies, trials, pace-making or speed testing in any prearranged or organised racing or speed contest, or any track use including the Nurburgring.

### **Vehicle-related jobs**

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*We* do not cover any person while employed or otherwise engaged in the business of selling, repairing, servicing, storing, parking, testing, or delivering motorised land vehicles.

### **Vehicles airside**

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*We* do not cover any damages whilst a hired or borrowed motor car is on any part of an aerodrome, airport, airfield or military base provided for:

- the take off or landing of aircraft and for the movement or storage of aircraft on the surface;
- aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas

### **Terrorism**

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Notwithstanding any provision to the contrary within *Your Policy* or any *Endorsement* thereto *We* do not cover any damage, cost or expense of whatsoever nature to a hired or borrowed motor car directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the damage.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with an organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

*We* also exclude damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

## Family Protection Cover

Family Protection Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This part of **Your Policy** provides **You** with Family Protection Cover for **You** or a **Family Member** anywhere in the world except those places listed on the H.M. Foreign, Commonwealth and Development Office Travel Warnings list at the time of loss for **Occurrences** anytime during the **Policy Period**, unless stated otherwise in **Your Policy** or an exclusion applies. Exclusions can be found on pages 16, and 62-63 in this **Policy** booklet. Please also check if **Your Policy Schedule** contains Contract Modifications, as they can also be exclusions.

**Family Protection Cover** means means Car jacking cover, Stalking threat cover, Aggravated burglary cover, Aggravated assault cover, Air rage cover, Road rage cover, Child abduction cover, Hijacking cover, Terrorism or Active Assailant cover.

### What you are covered for

The amounts of cover provided are shown under Family Protection Cover for:

- Car jacking cover
- Stalking threat cover
- Aggravated burglary cover
- Aggravated assault cover
- Air rage cover
- Road rage cover
- Child abduction cover
- Hijacking cover
- Terrorism or Active Assailant cover

**We** will not pay more than the amount of cover shown for each covered **Occurrence**, regardless of how many policies or people are involved in the **Occurrence**. If a loss is covered under more than one part of Family Protection Cover, **We** will pay under the part giving the most cover, but not under more than one part.

The **Accidental death and dismemberment benefit amount** for **Loss of life** will be paid to the **Beneficiary**. The **Accidental death and dismemberment benefit amount** for other than **Loss of life** will be paid to the **Victim**.

If a **Victim** has multiple **Accidental death and dismemberment losses** as the result of a **Car jacking, Stalking threat, Child abduction, Hijacking, Terrorism, Active Assailant, Aggravated burglary or Aggravated assault Occurrence**, **We** will pay only the single largest **Accidental death and dismemberment benefit amount** applicable to the **Accidental death and dismemberment losses** suffered.

If more than one **Victim** suffers an **Accidental death and dismemberment loss** in the same **Car jacking, Stalking threat, Child abduction, Hijacking, Terrorism, Active Assailant, Aggravated burglary or Aggravated assault Occurrence**, **We** will not pay more than £100,000. If any **Car jacking, Stalking threat, Child abduction, Hijacking, Terrorism, Active Assailant, Aggravated burglary or Aggravated assault Occurrence** results in multiple **Accidental death and dismemberment benefit amounts** which when payable exceed £100,000 in total, the sum of £100,000 will be divided proportionately based on each applicable **Accidental death and dismemberment benefit amount** payable.

## Car jacking cover

We will pay for **Car jacking expenses** **You**, a **Family Member**, or a **Covered Relative** incur solely and directly as a result of a **Car jacking Occurrence**. We will also pay an **Accidental death and dismemberment benefit amount** for the **Accidental death and dismemberment loss** the **Victim** suffers as a direct result of a **Car jacking Occurrence**.

**Car jacking Occurrence** means the unlawful forced removal or detention of:

- **You** or a **Family Member** operating or occupying any motorised land vehicle; or
- a **Covered Relative** operating a **Covered vehicle** with permission from **You** or a **Family Member**, or occupying a **Covered vehicle**; during the theft or attempted theft of that vehicle or **Your** property in that vehicle

**Car jacking expenses** means the reasonable costs after each **Car jacking Occurrence** for:

<b>You</b> , a <b>Family Member</b> , or a <b>Covered Relative</b> who witnessed the <b>Car jacking Occurrence</b>	Related <b>Medical expenses</b> up to £25,000 for each person up to a maximum of £50,000 when incurred within one year after the <b>Car jacking Occurrence</b> ;
	Related psychiatric services up to £25,000 for each person up to a maximum of £50,000, as prescribed by a <b>Physician</b> , psychologist or other authorised mental health professional, when incurred within one year after the <b>Car jacking Occurrence</b> ;
	Related rest and recuperation expenses up to a maximum of £5,000 as prescribed by a <b>Physician</b> , psychologist or other authorised mental health professional, when incurred within 180 days after the <b>Car jacking Occurrence</b> ;
	salary lost during the first 60 days after the <b>Car jacking Occurrence</b> up to £25,000 for each person, up to a maximum of £50,000 for each <b>Car jacking Occurrence</b> , in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay, or other similar salary replacement plans;
<b>You</b> , a <b>Family Member</b>	Related hotel or paid accommodation costs to be located closer to the hospital or medical centre where the <b>Victim</b> is receiving medical treatment, up to a maximum of £5,000 for each <b>Car jacking Occurrence</b> , unless <b>You</b> or a <b>Family Member</b> have a residence which is geographically closer to such hospital or medical treatment centre;
	the Vehicle Comprehensive Cover Physical Damage <b>Excess</b> applied to damage sustained by the <b>Covered vehicle</b> shown in <b>Your Policy Schedule</b> in the <b>Car jacking Occurrence</b>

**Covered vehicle** means any private passenger vehicle, motorcycle and motor home **You** or a **Family Member** owns, rents or has furnished for regular use, which is covered by **Us**.

## Stalking threat cover

We will pay for **Stalking threat expenses** You or a **Family Member** incur solely and directly as a result of a **Stalking threat Occurrence**. We will also pay an **Accidental death and dismemberment benefit amount** for the **Accidental death and dismemberment loss** the **Victim** suffers as a direct result of a **Stalking threat Occurrence**.

**Stalking threat Occurrence** means:

- an act or acts committed with the intent to damage property owned by **You** or a **Family Member**, or to harass, injure or harm **You** or a **Family Member**; and
- the person committing the act or acts is the subject of a court order or injunction issued to protect **You** or a **Family Member**; and
- the act or acts occur on consecutive or non-consecutive days within a period of 120 days

**Stalking threat expenses** means the reasonable costs for each **Occurrence** You or a **Family Member** incur for:

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Related professional security consultant and professional security guard services up to a maximum of £10,000;

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Related residential security expenses to change all locks, install or improve security bars, motion sensing lights and a centrally monitored home security system, or other similar security expenses for **Your Residence(s)** listed in **Your Policy Schedule**, up to a maximum of £10,000;

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Related temporary relocation expenses, up to a maximum of £10,000;

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Related psychiatric services up to £10,000, up to a maximum of £20,000 as prescribed by a **Physician**, psychologist or other authorised mental health professional, when incurred within one year after the **Stalking threat Occurrence**.

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up to a maximum of £30,000 per **Policy Period** for all Stalking threat expenses.

## Aggravated burglary expenses

We will pay for **Aggravated burglary expenses** You, a **Family Member**, or **Your Guest** incur solely and directly as a result of an **Aggravated burglary Occurrence**. We will also pay an **Accidental death and dismemberment benefit amount** for the **Accidental death and dismemberment loss** the **Victim** suffers as a direct result of an **Aggravated burglary Occurrence**.

**Aggravated burglary Occurrence** means an unlawful act of violence or threat of violence to **You**, a **Family Member**, or **Your Guest** by a person who unlawfully entered **Your** main dwelling at a location named in **Your Policy Schedule**, a **Temporary Residence**, a **Watercraft**, or a motor home whilst **You**, a **Family Member**, or **Your Guest** are present and there is a covered loss under **Your Contents** Cover or **Valuable Articles** Cover.

**Aggravated burglary Occurrence** does not apply to land, patios, terraces, gardens, driveways, paths, gates, fences, walls, outbuildings, or any other structures within the grounds of **Your** main dwelling.

**Aggravated burglary expenses** means the reasonable costs after each **Aggravated Burglary Occurrence**, for:

<b>You, a Family Member, or Your Guest</b>	Related <b>Medical expenses</b> , up to £25,000 for each person, up to a maximum of £50,000, when incurred within one year after the <b>Aggravated burglary Occurrence</b> ;
	Related psychiatric services up to £25,000 for each person, up to a maximum of £50,000, as prescribed by a <b>Physician</b> , psychologist or other authorised mental health professional, when incurred within one year after the <b>Aggravated burglary Occurrence</b> ;
	Related rest and recuperation expenses, up to a maximum of £5,000, as prescribed by a <b>Physician</b> , psychologist or other authorised mental health professional when incurred within 180 days after the <b>Aggravated burglary Occurrence</b> ;
	Salary lost during the first 60 days after the <b>Aggravated burglary Occurrence</b> , up to £25,000 for each person, up to a maximum of £50,000, in excess of any other valid and collectible benefits including disability allowance or insurance, employer’s liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans;
	Related temporary accommodation expenses, up to a maximum of £10,000 when incurred within 60 days after an <b>Aggravated burglary Occurrence</b> ;
<b>You, a Family Member</b>	Related professional security consultant and professional security guard services up to a maximum of £10,000
<b>You</b>	Related residential security expenses to improve the locks, alarm or other related security systems of <b>Your Residence(s)</b> listed in <b>Your Policy Schedule</b> which is subject to the <b>Aggravated burglary Occurrence</b> , up to a maximum of £10,000. <b>You</b> must obtain <b>Our</b> prior consent unless immediate action is required for safety reasons;
	Related permanent home removal expenses, except stamp duty if due, up to a maximum of £10,000 if <b>You</b> permanently relocate away from <b>Your Residence</b> listed in <b>Your Policy Schedule</b> which is subject to the <b>Aggravated burglary Occurrence</b> , when incurred within six months after an <b>Aggravated burglary Occurrence</b> .
<p>This cover does not apply if <b>Your Residence</b> listed in <b>Your Policy Schedule</b> was already for sale or <b>You</b> intended to permanently relocate before the <b>Aggravated burglary Occurrence</b>;</p>	
<p>The <b>House</b> Cover and <b>Contents</b> Cover <b>Excess</b> for <b>Your Residence(s)</b> listed in <b>Your Policy Schedule</b> applied to damage sustained in the <b>Aggravated burglary Occurrence</b></p>	

**Your Guest** means:

- any regular domestic employee at **Your Residence(s)** listed in **Your Policy Schedule**; or
- any other person invited as a guest by **You** or a **Family Member** to **Your Residence(s)** listed in **Your Policy Schedule** or **Temporary Residence**.

**Temporary Residence** means:

- a private dwelling not owned by **You**;
- the private sleeping quarter(s) in a hotel, motel, inn, villa, spa, resort, hostel, or dormitory; or
- the private sleeping quarter(s) in a commercial ocean liner or other similar commercial watercraft; that **You** or a **Family Member** is occupying or is visiting by invitation

**Watercraft** means a watercraft with sleeping quarters that is not a commercial ocean liner or other similar commercial watercraft.

## Aggravated assault expenses

We will pay for **Aggravated assault expenses** **You** or a **Family Member** incur solely and directly as a result of an **Aggravated assault Occurrence**. We will also pay an **Accidental death and dismemberment benefit amount** for the **Accidental death and dismemberment loss** the **Victim** suffers as a direct result of an **Aggravated assault Occurrence**.

**Aggravated assault Occurrence** means an unlawful act of violence or threat of violence to **You** or a **Family Member** by a person who has unlawfully taken or attempted to take any possessions belonging to **You** or a **Family Member** whilst away from **Your House**.

**Aggravated assault expenses** means the reasonable costs for each **Aggravated assault Occurrence** for **You** or a **Family Member**:

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Related **Medical expenses**, up to £25,000 for each person, up to a maximum of £50,000, when incurred within one year after the **Aggravated assault Occurrence**;

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Related psychiatric services up to £25,000 for each person, up to a maximum of £50,000, as prescribed by a Physician, psychologist or other authorised mental health professional, when incurred within one year after the **Aggravated assault Occurrence**;

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Related rest and recuperation expenses, up to a maximum of £5,000, as prescribed by a **Physician**, psychologist or other authorised mental health professional when incurred within 180 days after the **Aggravated assault Occurrence**;

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Salary lost during the first 60 days after the **Aggravated assault Occurrence**, up to £25,000 for each person, up to a maximum of £50,000, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans.

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## Air rage cover

We will pay for **Air rage expenses** *You* or a **Family Member** incur solely and directly as a result of an Air rage **Occurrence**.

**Air rage Occurrence** means physical bodily harm against *You* or a **Family Member** by a violent person whilst *You* or a **Family Member** are occupying an aircraft as a passenger.

**Air rage expenses** means the reasonable costs for *You* or a **Family Member** for :

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Related **Medical expenses** when incurred within one year after the **Air rage Occurrence**;

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Related psychiatric services as prescribed by a **Physician**, psychologist or other authorised mental health professional, when incurred within one year after the **Air rage Occurrence**;

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Related rest and recuperation expenses, up to a maximum of £5,000, for each **Air rage Occurrence**, as prescribed by a **Physician**, psychologist or other authorised mental health professional when incurred within 180 days after the **Air rage Occurrence**; up to a maximum of £15,000 per **Policy Period** for all **Air rage expenses**.

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## Road rage cover

We will pay for **Road rage expenses** *You*, a **Family Member** or *Your* chauffeur incur solely and directly as a result of a **Road rage Occurrence**. **Road rage expenses** incurred by *Your* chauffeur are covered only if a **Road rage Occurrence** occurs whilst *Your* chauffeur is driving *You* or a **Family Member**.

**Road rage Occurrence** means physical bodily harm against *You*, a **Family Member** or *Your* chauffeur by a violent person arising from the use by *You*, a **Family Member** or *Your* chauffeur of any private passenger vehicle or motor home *You* or a **Family Member** owns, rents or has furnished for regular use.

**Road rage expenses** means the reasonable costs for *You*, a **Family Member** or *Your* chauffeur for:

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Related **Medical expenses** when incurred within one year after the **Road rage Occurrence**;

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Related psychiatric services for as prescribed by a **Physician**, psychologist or other authorised mental health professional, when incurred within one year after the **Road rage Occurrence**;

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Related rest and recuperation expenses, up to a maximum of £5,000, for each **Road rage Occurrence**, as prescribed by a **Physician**, psychologist or other authorised mental health professional when incurred within 180 days after the **Road rage Occurrence**; up to a maximum of £15,000 per **Policy Period** for all **Road rage expenses**.

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## Child abduction cover

We will pay for Child abduction expenses *You*, a **Family Member**, a **Covered Relative**, or an abducted child's parent or legal guardian incur solely and directly as a result of a **Child abduction Occurrence**. We will also pay an **Accidental death and dismemberment benefit amount** for the **Accidental death and dismemberment loss** the **Victim** suffers as a direct result of a **Child abduction Occurrence**.



**Child abduction Occurrence** means the wrongful taking, false imprisonment, or wrongful detention of one or more of **You** or a **Family Member's** children, or one or more children in the care of **You** or a **Family Member**, under the age of 13.

**Child abduction expenses** means the reasonable costs for each Child abduction **Occurrence** for:

by <b>You</b> , a <b>Family Member</b> , a <b>Covered Relative</b> who witnessed the <b>Child abduction Occurrence</b> , or a <b>Covered Relative</b> who is the parent or legal guardian of the abducted child	Related travel, meals, lodging, and phone expenses incurred including those expenses incurred up to 30 days after the recovery of the abducted child or the verification of the abducted child's <b>Loss of life</b> , up to a maximum of £10,000;
	Related medical and psychiatric expenses, including those expenses incurred up to 180 days after the recovery of the abducted child or verification of the abducted child's <b>Loss of life</b> , up to a maximum of £10,000;
	Related rest and recuperation expenses, up to a maximum of £5,000, as prescribed by a <b>Physician</b> , psychologist, or other authorised mental health professional, when incurred within 12 months after the recovery of the abducted child, or verification of the abducted child's <b>Loss of life</b> , whichever comes first;
<b>You</b> , a <b>Family Member</b> , or a <b>Covered Relative</b> who is the parent or legal guardian of the abducted child	Salary lost during the first 60 days after the <b>Child abduction Occurrence</b> , up to £25,000 for each person, up to a maximum of £50,000, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans;
<b>You</b> or the parent or legal guardian of the abducted child	The following related reasonable costs, up to a maximum of £10,000, when incurred within 12 months after a <b>Child abduction Occurrence</b> for: i) a professional public relations consultant; ii) a professional forensic analyst; iii) publicity expenses incurred to locate the abducted children; iv) a professional security consultant.
The Abducted Child/ Children	Related medical and psychiatric expenses up to a maximum of £25,000, when incurred within one year after the <b>Child abduction Occurrence</b> ;

## Hijacking cover

We will pay for **Hijacking expenses** **You** or a **Family Member** incurs solely and directly as a result of a Hijacking **Occurrence**. We will also pay an **Accidental death and dismemberment benefit amount** for the **Accidental death and dismemberment loss** the **Victim** suffers as a direct result of a **Hijacking Occurrence**.

**Hijacking Occurrence** means the unlawful detention of **You** or a **Family Member** by violence or threat of violence by a person or group, where such unlawful detention occurs for a duration in excess of four hours while in or aboard a commercial conveyance. This coverage does not apply to **Hijacking Occurrence** on a commercial conveyance with a scheduled departure, layover, or destination point that is on the H.M. Foreign, Commonwealth and Development Office Travel Warnings list.

**Hijacking expenses** means the reasonable costs after each Hijacking **Occurrence** for **You** or a **Family Member** for:

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Related psychiatric services up to £25,000 for each person, up to a maximum of £50,000, as prescribed by a **Physician**, psychologist or other authorised mental health professional, when incurred within one year after the **Hijacking Occurrence**;

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Related rest and recuperation expenses, up to a maximum of £5,000, as prescribed by a **Physician**, psychologist or other authorised mental health professional when incurred within 180 days after the **Hijacking Occurrence**;

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Related rest and recuperation expenses, up to a maximum of £5,000, for each **Air rage Occurrence**, as prescribed by a **Physician**, psychologist or other authorised mental health professional when incurred within 180 days after the **Air rage Occurrence**; up to a maximum of £15,000 per **Policy Period** for all **Air rage expenses**.

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Salary lost during the first 60 days after the **Hijacking Occurrence**, up to £25,000 for each person, up to a maximum of £50,000, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans;

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The non-refundable expenses incurred for **Your** scheduled trip, up to a maximum of £5,000, for the following:

- additional accommodations or transportation to bring **You** or a **Family Member** to the original destination if **You** or a **Family Member** missed the original departure;
- additional accommodations or transportation to bring **You** or a **Family Member** to the return destination, or to travel from the place where the trip was interrupted to the place where **You** or a **Family Member** can rejoin the trip;
- the unused portion of land, sea, or air arrangements or accommodations that **You** or a **Family Member** paid as part of the trip; due to the scheduled trip's cancellation or interruption caused by a **Hijacking Occurrence**.

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## Terrorism and Active Assailant Cover

If **You** or a **Family Member** sustain a **Bodily Injury** as a result of a **Terrorism Occurrence** or an **Active Assailant Occurrence** **We** will pay for **Terrorism and Active Assailant expenses** **You** or a **Family Member** incur solely and directly as a result of the **Terrorism Occurrence** or **Active Assailant Occurrence**. **We** will also pay an **Accidental death and dismemberment benefit amount** for the **Accidental death and dismemberment loss** the **Victim** suffers as a direct result of the **Terrorism Occurrence** or **Active Assailant Occurrence**.

**Active Assailant Occurrence** means a person or group of persons armed with a weapon(s) actively engaged in killing or attempting to kill or cause serious bodily injury to a person or group of persons.

**Bodily Injury** means physical bodily harm, including sickness or disease that results from it, shock, mental anguish or mental injury.

**Terrorism Occurrence** means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

**Terrorism and Active Assailant expenses** means the reasonable costs for **You** or a **Family Member** who witnessed the **Terrorism** or **Active Assailant Occurrence**, for each **Terrorism** or **Active Assailant Occurrence** for:

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Related **Medical expenses**, up to £25,000 for each person, up to a maximum of £50,000, when incurred within one year after the **Terrorism** or **Active Assailant Occurrence**;

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Related psychiatric services up to £25,000 for each person, up to a maximum of £50,000, as prescribed by a **Physician**, psychologist or other authorised mental health professional, when incurred within one year after the **Terrorism** or **Active Assailant Occurrence**;

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Related rest and recuperation expenses, up to a maximum of £5,000, as prescribed by a **Physician**, psychologist or other authorised mental health professional when incurred within 180 days after the **Terrorism** or **Active Assailant Occurrence**;

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Salary lost during the first 60 days after the **Terrorism** or **Active Assailant Occurrence**, up to £25,000 for each person, up to a maximum of £50,000, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans;

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Related hotel or paid accommodation costs for **You** or a **Family Member** to be located closer to the hospital or medical centre where the Victim is receiving medical treatment, up to a maximum of £5,000 for each **Terrorism** or **Active Assailant Occurrence**, unless **You** or a **Family Member** have a residence which is geographically closer to such hospital or medical treatment centre.

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## Definitions - What words mean

The following words used in this cover part have the special meaning defined here. Throughout this cover part of the **Policy**, defined terms will be capitalised when used.

**Accidental death and dismemberment loss** means the **Loss of life, Loss of speech, Loss of hearing, Loss of hand, Loss of both hands, Loss of foot, Loss of both feet, Loss of sight of an eye, Loss of sight of both eyes, Loss of thumb and index finger**, or **Mutilation** which:

- is sudden, unforeseen, and unexpected; and
- is independent of any illness, disease or other bodily malfunction; and
- happens by chance; and
- arises from a source external to the **Victim**; and
- occurs within one year of the **Carjacking, Stalking threat, Child abduction, Hijacking, Aggravated burglary, Aggravated assault, Terrorism** or **Active Assailant Occurrence**

**Accidental death and dismemberment benefit amount** means the following types of accidental death and dismemberment loss and corresponding benefits, up to a maximum of £100,000:

- **Loss of life, £100,000;**
- **Loss of speech and Loss of hearing, £100,000;**
- **Loss of speech or Loss of hearing and one of the following: Loss of hand, Loss of foot, Loss of sight of an eye, £100,000;**
- **Loss of both hands, £100,000;**
- **Loss of both feet, £100,000;**
- **Loss of sight of both eyes, £100,000;**
- Loss of a combination of any two of the following: **Loss of hand, Loss of foot, Loss of sight of an eye, £100,000;**
- **Loss of speech, £50,000;**
- **Loss of hearing, £50,000;**
- **Loss of one hand, £50,000;**
- **Loss of one foot, £50,000;**
- **Loss of sight of an eye, £50,000;**
- **Loss of thumb and index finger, £25,000;**
- **Mutilation, £25,000**

**Beneficiary** means the person or entity to be paid in the event a **Victim** suffers a covered **Loss of life**, in the following order:

- the spouse of the **Victim** who lived with the **Victim**; if none,
- the domestic partner of the **Victim** who lived with the **Victim**; if none,
- in equal shares to the surviving children of the **Victim**; if none,
- in equal shares to the surviving parents of the **Victim**; if none,
- in equal shares to the surviving brothers and sisters of the **Victim**; if none,
- the estate of the **Victim**

**Victim** means:

- **You** or a **Family Member** of a **Stalking threat, Aggravated assault** or a **Hijacking Occurrence**;
- **You**, a **Family Member** or a **Covered Relative** of a **Car jacking** or a **Child abduction Occurrence**;
- the abducted Child of a child abduction **Occurrence**;
- **You**, a **Family Member**, or **Your Guest** of an **Aggravated burglary Occurrence**, who suffers the **Accidental death and dismemberment loss** after a **Car jacking, Stalking threat, Child abduction, Hijacking, Aggravated burglary** or **Aggravated assault Occurrence**
- **You** or a **Family Member** who witness the **Terrorism** or **Active Assailant Occurrence**

**Loss of life** means:

- death, including clinical death, as determined by a medical examiner or similar local governing medical authority; or
- the absence of communication from the **Victim** for a period of two years after a **Car jacking, Stalking threat, Child abduction, Hijacking, Terrorism, Active Assailant, Aggravated assault** or **Aggravated burglary Occurrence**

**Loss of speech** means the permanent total loss of the capability of speech, as determined by a **Physician**.

**Loss of hearing** means the permanent total loss of the capability of hearing, as determined by a **Physician**.

**Loss of hand** or **Loss of both hands** means the permanent total loss of function of a hand or both hands, as determined by a **Physician**.

**Loss of foot** or **Loss of both feet** means the permanent total loss of function of a foot or both feet, as determined by a **Physician**.

**Loss of sight of an eye** or **Loss of sight of both eyes** means the permanent loss of sight of an eye or both eyes to the extent of legal blindness, as determined by a **Physician**.

**Loss of thumb and index finger** means the permanent total loss of function of a thumb and index finger, of the same hand, as determined by a **Physician**.

**Mutilation** means complete severance of an entire finger, toe, ear, nose or genital organ, as determined by a **Physician**.

**Medical expenses** means the reasonable and customary charges for first aid, medical (not including psychiatric), funeral, surgical, x-ray, dental, ambulance, hospital, physiotherapy, professional nursing services, and prosthetic devices which are legally obligated to be paid.

**Physician** means a person who is licensed as a medical doctor or a doctor of osteopathy under the laws of the jurisdiction in which treatment is given to a patient and who is qualified to provide such medical treatment. A **Physician** does not include **You a Family Member** or a **Covered Relative**, or anyone who is related to **You** or a **Family Member** or a **Covered Relative**

## Conditions

In addition to the **Policy** conditions, the following conditions apply to this cover part of **Your Policy**.

### Other insurance

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This insurance is excess over any other insurance except that written specifically to cover excess over the amount of cover that applies in **Your Policy**.

This provision does not apply to accidental death and dismemberment loss.

### Examination

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**We** have the right to examine under oath as often as **We** may reasonably require, **You, Family Members, Covered relatives, Victims, Your** chauffeur and **Your** Guests, and have them subscribe the same. **We** may also ask **You** or the **Beneficiary** to give **Us** a signed description of the circumstances surrounding a loss and to produce all records and documents **We** request and permit **Us** to make copies.

### Physical examination and autopsy

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A person making a claim under Family Protection Cover must submit as often as **We** reasonably require to physical examinations by **Physicians We** select. **We** may also have an autopsy done by a **Physician**, unless prohibited by law. Any examinations or autopsies that **We** require will be done at **Our** expense.

## Exclusions - What is not covered

In addition to the *Policy* exclusions, the following exclusions apply to this cover part of *Your Policy*.

The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from the circumstance described.

### False report

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*We* do not cover loss arising from a false report.

### Acts of certain persons

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*We* do not cover any loss caused by:

- *You* or a *Family Member*;
- a *Covered Relative* or a family relative;
- a guardian or former guardian of *You*, a *Family Member*, *Covered Relative* or a family relative;
- an estranged spouse or former spouse of *You*, a *Family Member*, *Covered Relative* or a family relative;
- a domestic partner or former domestic partner of *You*, a *Family Member*, *Covered Relative* or a family relative;
- any person unrelated to *You* or a *Family Member*, other than a domestic employee or residential staff, who live with *You* or ever lived with *You* for six (6) or more months;
- a relative, guardian or former guardian of an abducted child who is in *Your* or a *Family Member's* care;
- a civil authority; or
- any person acting on behalf of any of the above, whether acting alone or in collusion with others. However this exclusion does not apply to cover provided under Stalking threat cover

### Persons known

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Under Air rage cover, *We* do not cover any loss by a person known to *You* or a *Family Member*. Under Hijacking or Road rage cover, *We* do not cover any loss by a person known to *You*, a *Family Member* or *Your* chauffeur.

### Children in your care

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*We* do not cover Child abduction expenses or accidental death and dismemberment loss for children in the care of *You* or a *Family Member* when:

- *You* or a *Family Member* are participating in any organised activity with or in association with any organisation or entity;
- *You* or a *Family Member* are providing this care as a home day care provider in *Your Residence(s)* listed on *Your Policy Schedule* and *You* or a *Family Member* earns annual gross revenues in excess of £2,000 as a home day care provider; or
- *You* or a *Family Member* are providing this care as an employee or volunteer of a profit or non-profit organisation providing service for the care of children

However, this exclusion does not apply to *Your* children, the children of a *Family Member* or the children of a *Covered Relative*, in the care of *You* or a *Family Member*.

### **Your Guest**

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*We do not cover **Your Guest(s)** in a **Temporary Residence** who share the cost of the lodging.*

### **Legal fees**

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*We do not cover any legal costs or fees.*

### **Salary lost**

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*We do not cover salary lost under **Car jacking expenses, Child abduction expenses, Hijacking expenses, Aggravated burglary** or **Aggravated assault expenses** if immediately prior to the **Car jacking Occurrence, Child abduction Occurrence, Hijacking Occurrence, Aggravated burglary** or **Aggravated assault Occurrence**, the person with salary lost was receiving disability insurance, social security disability, unemployment compensation, or was on personal or medical leave.*

### **Substance abuse treatment**

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*We do not cover any expenses for substance abuse treatments unless the substance abuse was directly caused by the **Car jacking, Stalking threat, Aggravated burglary, Aggravated assault, Child abduction, Hijacking, Air rage** or **Road rage Occurrence**.*

### **Childbirth or miscarriage**

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*We do not cover accidental death and dismemberment loss caused by childbirth or miscarriage.*

### **Suicide or intentional dismemberment**

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*We do not cover accidental death and dismemberment loss caused by the **Victim's** suicide, attempted suicide or dismemberment that is intentionally self-inflicted.*

### **Vehicles used for a fee**

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*We do not cover loss arising out of **Your, a Family Member's** or a **Covered Relative's** ownership or operation of a vehicle while it is being used to carry people or property for a fee. This exclusion does not apply to a sharing agreement, unless another exclusion applies.*

### **Rest and recuperation expenses**

---

*We do not cover any rest or recuperation expenses when prescribed by a **Physician, psychologist** or other authorised mental health professional who is related to **You, a Family Member** or **Covered Relative**.*



## House and Contents Legal Expenses Cover

House and Contents Legal Expenses Cover only applies to **Your Policy** if shown in **Your Policy Schedule**. This cover part is administered by ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the Insurer. *The Insurer's liability is several and they are liable for their proportion of liability in respect of this cover part only and have no liability for any other insurers proportion or in respect of any other cover part of this Policy.*

ARAG plc is registered in England number 02585818. Registered address:  
9 Whiteladies Road, Clifton, Bristol BS8 1LN.

ARAG is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

ARAG plc is authorised to administer this insurance on behalf of the Insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. (FRN: 659331).

FCA registration can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

This part of **Your Policy** provides insurance in respect of House and Contents Legal Expenses for **You** or a **Family Member** unless stated otherwise in **Your Policy** or an exclusion applies. Exclusions can be found on pages 16, and 71-73 in this Policy booklet.

## Definitions - What words mean

The following words used in this cover part have the special meaning defined here. Throughout this cover part of the **Policy**, defined terms will be capitalised when used.

**ARAG** means ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1LN acting on behalf of the Insurer.

**Appointed Advisor** means the solicitor, accountant, mediator or other advisor appointed by ARAG to act on behalf of **You** or a **Family Member**.

**Collective Conditional Fee Agreement** means a legally enforceable agreement entered into on a common basis between the Appointed Advisor and ARAG to pay their professional fees on the basis of 100% “no-win no-fee”.

**Communication Costs** means reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports where **You** or a **Family Member** has taken advice from **Our** Identity Theft Advice and Resolution Service.

**Conditional Fee Agreement** means a legally enforceable agreement between **You** or a **Family Member** and the Appointed Advisor for paying their professional fees on the basis of 100% “no-win no-fee”.

**Domestic Employee** means any person who is employed by **You** or a **Family Member** under a contract of service to carry out domestic duties for **Your** household.

Please also refer to the Policy Conditions and Policy Exclusions parts of **Your Policy**.



**Insurer** means HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

**Insured Event** means Employment disputes cover, Disputes with domestic employee cover, Contract disputes cover, Personal injury cover, Clinical negligence cover, Property protection cover, Tax protection cover, Work legal defence cover, Motor legal defence cover, Jury service cover or Identity theft cover.

**Legal Costs and Expenses** means

- Reasonable legal costs and disbursements reasonably and proportionately incurred by the Appointed Advisor on the standard basis and agreed in advance by ARAG. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44
- In civil claims, other side’s costs, fees and disbursements where **You** or a **Family Member** have been ordered to pay them or pays them with ARAG’s agreement
- Reasonable accountancy fees reasonably incurred under Insured Event Tax protection cover by the Appointed Advisor and agreed by ARAG in advance
- **You** or a **Family Member’s** Communication Costs

**Reasonable Prospects of Success** means

- Other than as set out below, a greater than 50% chance of **You** or a **Family Member** successfully pursuing or defending the claim and, if **You** or a **Family Member** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained
- In criminal prosecution claims where **You** or a **Family Member**
  - pleads guilty, a greater than 50% chance of reducing any sentence or fine or
  - pleads not guilty, a greater than 50% chance of that plea being accepted by the court
- In all claims involving an appeal, a greater than 50% chance of **You** or a **Family Member** being successful
- Where it has been determined that Reasonable Prospects of Success as set out above do not exist, **You** or a **Family Member** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

**Territorial Limit** means for claims made under the Contract disputes cover the United Kingdom, Channel Islands, Isle of Man and countries in the European Union, Norway and Switzerland. For claims made under the Personal injury cover, the United Kingdom, Channel Islands, Isle of Man and countries in the European Union, Norway and Switzerland except for claims involving travel for up to 90 consecutive days commencing during the **Policy Period** where cover applies worldwide. For all other Insured Events, the United Kingdom, Channel Islands and the Isle of Man.

### **Additional Legal Services**

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#### **ARAG Consumer Legal website**

As a benefit of **Your** House and Contents Legal Expenses Cover **You** have access to ARAG’s Consumer Legal website. ARAG’s Consumer Legal website has been designed to meet **Your** personal needs, allowing unlimited access to online legal documents to download that will assist **You** with personal legal-related matters. These include wills, power of attorney, buying and selling **Your** home, and consumer complaints. To access this website, go to: **www.araglegal.co.uk**

**You** will then need to enter Voucher Code **AFA598CC568B** to register for the first time. Registration will allow **You** to create **Your** individual sign in details to use in the future.

## What you are covered for

### Limit of Indemnity

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The maximum payable by the Insurer in respect of all claims related by time or original cause is £50,000. For claims made under Personal injury cover for travel up to 90 consecutive days during the **Policy Period** the maximum payable by the Insurer is £50,000.

Legal Expenses Cover with ARAG has been arranged by **Us** for **Your** convenience.

**We** cannot accept responsibility for the availability or standard of services nor for any consequences resulting from the use of these services. **You** are responsible for the payment of any fees or costs resulting from the use of these services not covered by this part of **Your Policy**.

### Insured Events

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The Insurer will pay **You** or a **Family Member's** Legal Costs and Expenses and Communication Costs up to the Limit of Indemnity, including the cost of appeals for the following Insured Events.

### Employment disputes cover

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- A dispute with **You** or a **Family Member's** current, former or prospective employer relating to a contract of employment or related legal rights;
- A dispute with a current, former or prospective employee of **Your** residences listed in **Your Policy Schedule** relating to their contract of employment or related legal rights with **You**

A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the:

- ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

**You** or a **Family Member** are required to cooperate fully with ACAS regarding mediation and not do anything that hinders a successful outcome. Where **You** or a **Family Member** qualifies to have all or part of the employment tribunal or employment appeal tribunal fees refunded or reduced, an application for this refund or reduction must be made by **You** or a **Family Member** to HM Courts & Tribunals Service.

### Disputes with domestic employees cover

---

A dispute with **You** or a **Family Member's** Domestic Employee that arises from

- their dismissal by **You** or a **Family Member**
- the terms of a contract of service or service occupancy agreement between **You** or a **Family Member** and **You** or a **Family Member's** Domestic Employee
- an alleged breach of **You** or a **Family Member's** Domestic Employee's legal rights under employment laws

**You** or a **Family Member** are required to cooperate fully with ACAS regarding mediation and not do anything that hinders a successful outcome. Where **You** or a **Family Member** qualifies to have all or part of the employment tribunal or employment appeal tribunal fees refunded or reduced, an application for this refund or reduction must be made by **You** or a **Family Member** to HM Courts & Tribunals Service.

#### **Contract disputes cover**

---

A dispute arising out of an agreement or alleged agreement which has been entered into by **You** or a **Family Member** for:

- Buying or hiring consumer goods or services
- Privately selling goods
- Buying or selling **Your** main home or other residential property located within the Territorial Limits
- Renting **Your** home as a tenant

#### **Clinical negligence cover**

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A dispute arising from alleged clinical negligence or malpractice.

#### **Personal injury cover**

---

A sudden event directly causing **You** or a **Family Member** physical bodily injury or death.

#### **Property protection cover**

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A dispute relating to visible property which **You** own following:

- an event which causes physical damage to **Your** visible property including **Your** residences listed in **Your Policy Schedule**
- a public or private nuisance or trespass providing where any boundary is in dispute, **You** have proof of where the boundary lies

#### **Tax protection cover**

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A formal enquiry into **You** or a **Family Member's** personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.

#### **Work legal defence cover**

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An alleged act or omission of **You** or a **Family Member** that arises out of **Your** or a **Family Member's** work as an employee and results in:

- **You** or a **Family Member** being interviewed by the police or others with the power to prosecute;
- a prosecution brought against **You** or a **Family Member** in a court of criminal jurisdiction;
- civil proceedings brought against **You** or a **Family Member** under unfair discrimination laws;
- a formal investigation or disciplinary hearing brought against **You** or a **Family Member** by a professional or regulatory body

### **Motor legal defence cover**

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Arising out of a motoring prosecution brought against **You** or a **Family Member**.

### **Attendance expenses cover**

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Arising out of **Your** or a **Family Member** being absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the appointed advisor or whilst on Jury service. The amount the Insurer will pay shall not exceed £10,000.

### **Identity theft cover**

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A dispute arising from the use of **Your** or a **Family Member's** personal information without permission in order to commit fraud or other crimes provided **You** or a **Family Member** contact ARAG's Identity Theft Resolution Service helpline as soon as **You** or a **Family Member** suspects that **You** or a **Family Member's** identity may have been stolen.

As a result of **You** or a **Family Member** becoming the victim of identity fraud, ARAG will negotiate:

- with credit referencing agencies, financial service providers, other creditors, debt collection agencies and any other organisations on behalf of **You** or a **Family Member**. ARAG will reimburse reasonable Communication Costs **You** or a **Family Member** will have to pay to reinstate **Your** or a **Family Member's** identity;
- with any organisation that has been fraudulently applied to for credit, goods or services in **Your** or a **Family Member's** name or including where any such organisation is seeking money or other remedy from or who are seeking money or other remedy;
- with a lender, in the event that a loan is rejected on the basis that they received incorrect credit information. ARAG will also pay, where applicable loan re-application fees;
- to remove or delete any civil or criminal judgments incorrectly registered against **You** or a **Family Member** or to challenge any information in a credit report

The Insurer will pay **Your** or a **Family Member's** loss of earnings for any unpaid leave taken to resolve an identity theft.

## Conditions

House and Contents Legal Expenses Cover is provided by ARAG, subject to the following:-

The Insured Event occurs within the Territorial Limit.

The claim must always have Reasonable Prospects of Success and be reported to ARAG;

- during the **Policy Period**; and
- as soon as **You** or a **Family Member** first becomes aware of circumstances which could give rise to a claim under this cover part

Unless there is a conflict of interest, **You** or a **Family Member** must always agree to use the Appointed Advisor chosen by ARAG before proceedings have been or need to be issued.

Any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licencing body; or mediation agreed with ARAG.

A claim is considered to be reported to ARAG when ARAG has received **Your** or a **Family Member's** fully completed claim form.

Where the Insurer's risk is affected by **You** or a **Family Member's** failure to keep to these conditions the Insurer can cancel **Your Policy**, refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to recover Legal Costs and Expenses from **You** or a **Family Member** if this happens.

Before making the claim, **You** or the **Family Member** must:

- keep to the terms of this cover part;
- tell ARAG immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve the claim in **Your** or a **Family Member's** favour;
- cooperate fully with ARAG, give the Appointed Advisor any instructions ARAG require, and keep them updated with progress of the claim and not hinder them;
- take reasonable steps to claim back Legal Costs and Expenses and, where recovered, pay them to the Insurer;
- keep Legal Costs and Expenses as low as possible;
- allow the Insurer at any time to take over and conduct in **Your** or a **Family Member's** name, any claim

In certain circumstances as set out in the following bullet point below **You** or a **Family Member** may choose an Appointed Advisor. In all other cases no such right exists and ARAG shall choose the Appointed Advisor.

- a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **You** or a **Family Member**, or
- there is a conflict of interest
- **You** or a **Family Member** may choose a qualified appointed advisor.

Where **You** or a **Family Member** wishes to exercise the right to choose, **You** or a **Family Member** must write to ARAG with **Your** or their preferred representative's contact details. Where **You** or a **Family Member** chooses to use a preferred representative, the Insurer will not pay more than ARAG agree to pay a solicitor from ARAG's panel. (ARAG's panel solicitor firms are chosen with care and ARAG agree special terms with them which may be less than the rates available from other firms.)

If **You** or a **Family Member** dismiss the Appointed Advisor without good reason, or withdraw from the claim without ARAG's written agreement, or if the Appointed Advisor refuses with good reason to continue acting for **You** or a **Family Member**, cover will end immediately.

In respect of a claim under Employment cover, Disputes with domestic employees cover, Contract cover, Personal injury cover or Clinical negligence cover **You** or a **Family Member** enters into a Conditional Fee Agreement or the Appointed Advisor enters into a Collective Conditional Fee Agreement, where legally permitted. **You** or a **Family Member** must agree to ARAG having sight of the Appointed Advisor's file relating to **Your** or a **Family Member's** claim. **You** or a **Family Member** are considered to have provided consent to ARAG or ARAG's appointed agent to have sight of their file for auditing and quality control purposes.

**Your Family Member** must have **Your** agreement to claim under this section.

The Insurer has the right to settle the claim by paying the reasonable value of **You** or a **Family Member's** claim.

**You** or a **Family Member** must not negotiate, settle the claim or agree to pay Legal Costs and Expenses without ARAG's written agreement.

If **You** or a **Family Member** refuses to settle the claim following advice to do so from the Appointed Advisor, the Insurer reserves the right to refuse to pay further Legal Costs and Expenses.

**You** or a **Family Member** must settle Communication Costs arising from Insured Event Identity theft in the first instance and make a receipted claim to ARAG for reimbursement.

ARAG may require **You** or a **Family Member** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports **You** or a **Family Member** then the Insurer will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by ARAG, then the Insurer will pay for a final opinion which shall be binding on the **You** or a **Family Member** and ARAG.

All legal instruments and rules referred to within this cover part shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

A person who is not **You** or a **Family Member** under this contract has no right to enforce the terms and conditions of this cover part under the Contracts (Rights of Third Parties) Act 1999.

## Exclusions - What is not covered

In addition to the **Policy** exclusions, the following exclusions apply to this cover part of **Your Policy**.

### **Applicable to all Insured Events**

---

House and Contents Legal Expenses Cover does not cover any claim arising from or relating to:

- Legal Costs and Expenses incurred without ARAG's consent;
- any actual or alleged act, omission or dispute happening before, or existing at the start of this cover part, and which **You** or a **Family Member** believed or ought reasonably to have believed could lead to a claim;
- an amount below £100;
- an allegation against **You** or a **Family Member** involving:
  - assault, violence or dishonesty, malicious falsehood;
  - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
  - illegal immigration; or
  - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences);
- a dispute with another **Family Member**;
- **You** or a **Family Member's** deliberate or reckless act;
- a judicial review;
- a dispute with **Us** or ARAG not dealt with under the Arbitration Condition;
- defamation;
- any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action. If ARAG alleges that by reason of this exclusion any liability or loss is not covered by this cover part, the burden of proving the contrary shall be upon **You** or a **Family Member**;
- a Group Litigation Order;
- the payment of fines, penalties or compensation awarded against **You** or a **Family Member**

### **Employment disputes cover**

---

House and Contents Legal Expenses Cover does not cover any Employment disputes relating to:

- disputes arising solely from personal injury;
- Defending **You** or **Your Family Member** other than defending an appeal or counter claim;
- Legal Costs and Expenses for an employer's internal disciplinary or an employee's grievance hearing;
- a compromise or settlement agreement between **You** or a **Family Member's** employer, unless such agreement arises from an ongoing claim under the policy;
- **Your** or a **Family Member's** employer's or ex employer's pension scheme.

### **Disputes with domestic employees cover**

---

House and Contents Legal Expenses Cover does not cover any Dispute with domestic employees claim arising from or relating to:

- disciplinary hearings or internal grievance procedures
- personal injury
- **You** or a **Family Member** pursuing a claim against **Your** or a **Family Member's** Domestic Employee other than a claim to recover possession of a part of **Your** or a **Family Member's** home or other accommodation provided by **You** or a **Family Member's** under a service occupancy agreement

### **Contract disputes cover**

---

House and Contents Legal Expenses Cover does not cover any Contract disputes claim arising from or relating to:

- disputes with tenants or where **You** or a **Family Member** is the landlord;
- loans, mortgages, endowments, pensions, or any other banking, life or long-term insurance products, savings or investments;
- the business activities, trade, venture for gain, profession or employment of **You** or a **Family Member**; or
- a settlement due under an insurance **Policy**

### **Personal injury cover**

---

House and Contents Legal Expenses Cover does not cover any Personal injury claim arising from or relating to:

- a condition, illness or disease which develops gradually over time
- mental injury, nervous shock, depression or psychological symptoms where **You** or a **Family Member** has not sustained physical injury to their body
- defending any dispute other than an appeal

### **Clinical negligence cover**

---

House and Contents Legal Expenses Cover does not cover any Clinical negligence claim arising from or relating to:

- a contract dispute
- defending any dispute other than an appeal



### **Property protection cover**

---

House and Contents Legal Expenses Cover does not cover any Property protection claim arising from or relating to:

- a contract entered into by **You** or a **Family Member**;
- any building or land other than **Your** residence(s) listed in **Your Policy Schedule**;
- a motor vehicle; or
- the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **Your** property by any government, local or public authority
- a dispute with any party other than the person(s) who caused the damage, nuisance or trespass
- defending a claim for damage to property other than defending a counter claim or appeal

### **Tax protection cover**

---

House and Contents Legal Expenses Cover does not cover any Tax protection claim arising from or relating to:

- an investigation by the Fraud Investigation Service of HM Revenue and Customs;
- tax returns where HM Revenue and Customs levy a penalty or which contain careless and/or deliberate misstatements;
- where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **You** or a **Family Member's** financial arrangements
- assets, monies or wealth outside of Great Britain and Northern Ireland
- a business or venture for gain of **You** or a **Family Member**

### **Work legal defence cover or Motor legal defence cover**

---

House and Contents Legal Expenses Cover does not cover any Work legal defence or Motor legal defence claim arising from or relating to:

- owning a vehicle or driving without motor insurance or a valid driving licence; or
- a parking offence

### **Identity theft cover**

---

House and Contents Legal Expenses Cover does not cover any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

## House and Contents Home Emergency Cover

House and Contents Home Emergency Cover only applies to **Your Policy** if House and Contents Legal Expenses Cover is shown in **Your Policy Schedule**.

This cover part is administered by ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the Insurer. The Insurer's liability is several and they are liable for their proportion of liability in respect of this cover part only and have no liability for any other insurers proportion or in respect of any other cover part of this **Policy**.

ARAG plc is registered in England number 02585818. Registered address:  
9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the Insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. (FRN: 659331).

FCA registration can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

This part of **Your Policy** provides insurance in respect of House and Contents Home Emergency Cover for **You** unless stated otherwise in **Your Policy** or an exclusion applies. Exclusions can be found on pages 16, and 78 in this Policy booklet.

### Definitions - What words mean

The following words used in this cover part have the special meaning defined here. Throughout this cover part of the **Policy**, defined terms will be capitalised when used.

**ARAG** means ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN, acting on behalf of the Insurer or its appointed agent.

**Central Heating Boiler** means a boiler:

- located in any of **Your** residences (or connecting garage) listed in **Your Policy Schedule**, and
- which has been serviced no more than twelve months prior to the date of **Your** or a **Family Member's** Home Emergency

**Contractor** means the contractor or tradesperson chosen by ARAG to respond to **Your** Home Emergency. Where ARAG cannot locate a suitable Contractor or tradesperson ARAG reserve the right to appoint one of **Your** choosing.

**Emergency Costs** means costs reasonably and properly charged by the Contractor.

**Home Emergency** means a sudden unexpected event which clearly requires immediate action in order to:

- prevent damage or avoid further damage to any of **Your** residences listed in **Your Policy Schedule**;
- render any of **Your** residences listed in **Your Policy Schedule** safe or secure;
- restore the main services to any of **Your** residences listed in **Your Policy Schedule**;
- alleviate any health risk to **You**

**Insured Event** means Main heating system cover, Plumbing and drainage cover, Home security cover, Toilet unit cover, Domestic power supply cover, Vermin infestation cover.

**Insurer** means HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

**Territorial Limit** means the United Kingdom, Channel Islands and the Isle of Man.

**Vermin** means brown or black rats, house or field mice, and cockroaches, wasps' or hornets' nests.

## What you are covered for

### **Limit of Indemnity**

---

The maximum amount the Insurer will pay in respect of all claims related by time or original cause is £1,000.

Home Emergency Cover with ARAG has been arranged by **Us** for **Your** convenience. **You** are responsible for the payment of any fees or costs resulting from the use of these services not covered by **Your** insurance.

### **Insured Events**

---

The Insurer will pay **You** or a **Family Member's** Emergency Costs up to the Limit of Indemnity for the following Insured Events.

#### **Main heating system cover**

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The total failure or complete breakdown whether or not caused by accidental damage, of the main heating system (including a Central Heating Boiler, all radiators, hot water pipes and water storage tanks) in any of **Your** residences listed in **Your Policy Schedule**.

#### **Plumbing and drainage cover**

---

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within any of **Your** residences listed in **Your Policy Schedule** which results in a Home Emergency.

### **Home security cover**

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Damage, whether or not caused accidentally, to or the failure of external doors, windows or locks which compromises the security of any of **Your** residences listed in **Your Policy Schedule**.

### **Toilet unit cover**

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Breakage or mechanical failure of the toilet bowl or cistern resulting in loss of function in any of **Your** residences listed in **Your Policy Schedule**.

### **Domestic power supply cover**

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The failure, whether or not caused accidentally, of the domestic electricity or gas supply to any of **Your** residences listed in **Your Policy Schedule**.

### **Vermin infestation cover**

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Vermin causing either damage inside any of **Your** residences listed in **Your Policy Schedule** or a health risk to **You**.

## Conditions

House and Contents Home Emergency Cover is provided by ARAG, subject to the following:-

The Insured Event occurs within the Territorial Limit.

The claim is reported to ARAG during the **Policy Period** and as soon as possible and within 48 hours after **You** first become aware of a Home Emergency.

**You** always agree to use the Contractor chosen by ARAG unless ARAG appoint one of **Your** choosing.

**You** must:

- observe and keep to the terms of the cover part;
- not do anything that hinders ARAG or the Contractor;
- tell ARAG immediately after first becoming aware of a Home Emergency;
- tell ARAG immediately of anything that may materially alter their assessment of the claim
- cooperate fully with the Contractor and ARAG;
- provide ARAG with everything they need to help them handle the claim;
- take reasonable steps to recover Emergency Costs that ARAG pays and pay to them all costs that are recovered should these be paid to **You**;
- minimise any Emergency Costs and try to prevent anything happening that may cause a claim; and
- allow ARAG at any time to take over and conduct in **Your** name any claim, proceedings or investigation;
- not settle the Contractor's invoice or agree to pay Emergency Costs that **You** or a **Family Member** wish to claim for under this cover part without ARAG's agreement;
- be able to prove that the Central Heating Boiler has been serviced within twelve months prior to a Home Emergency claim

ARAG must give its consent to incur any Emergency Costs. ARAG does not accept any liability for Emergency Costs incurred without its consent.

**You** or a **Family Member** must not settle the Contractor's invoice or agree to pay Emergency Costs that **You** wish to claim for without ARAG's agreement.

A person who is not **You** or a **Family Member** under this contract has no right to enforce the terms and conditions of this cover part under the Contracts (Rights of Third Parties) Act 1999.

## Exclusions - What is not covered

In addition to the **Policy** exclusions, the following exclusions apply to this cover part of **Your Policy**. House and Contents Home Emergency Insurance does not cover any claim arising from or relating to:

- Emergency Costs which have been incurred before ARAG accept a claim;
- an Insured Event which happens within the first 48 hours of cover if **You** take out this cover part at a different date from **Your Policy**;
- Emergency Costs incurred where there is no one at a residence listed in **Your Policy Schedule** which is the subject of a claim, when the Contractor arrives;
- any matter occurring prior to, or existing at the start of this cover part, and which **You** believed or ought reasonably to have believed could give rise to a claim under this cover part;
- any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions;
- a main heating system (including a Central Heating Boiler), which is more than 15 years old;
- Warm air or solar heating systems; or
- boilers with an output over 60Kw/hr;
- the cost of making permanent repairs including any redecoration or making good the fabric of any of **Your** residences listed in **Your Policy Schedule**
  - i) once the emergency situation has been resolved
  - ii) arising from damage caused in the course of the repair or investigation of the cause of the Insured Event or in gaining access to any of **Your** residences listed in **Your Policy Schedule**;
- the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply;
- the failure to maintain any system or equipment or the replacement of parts that suffer wear and tear over time;
- outbuildings or cess pits (other than where the outbuilding is used as a residential dwelling or for **Your** profession or trade), fuel tanks or septic tanks;
- goods or materials covered by a manufacturer, suppliers or installers warranty;
- the failure of equipment or facilities which is as a result of them not being installed, maintained or serviced in accordance with statutory regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use;
- any costs beyond ARAG's fair share (rateable proportion) if **You** or a **Family Member** can access emergency assistance under any other **Policy** or if emergency assistance would have been available to **You** or a **Family Member** under another **Policy** if this cover part did not exist;
- subsidence, landslip or heave;
- a property that is not **Your** dwelling at any of **Your** residences listed in **Your Policy Schedule**;
- blockage of supply or waste pipes to any of **Your** residences listed in **Your Policy Schedule** due to freezing weather conditions

## Annual Travel Cover

Annual Travel Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This part of **Your Policy** provides insurance against losses relating to Personal accident, **Overseas Medical Expenses** and **Emergency Repatriation Expenses**, **Delayed Personal Property** and **Cancellation and Curtailment expenses** on a **Journey** to anywhere in the world unless stated otherwise in **Your Policy** or an exclusion applies. Exclusions can be found on pages 16, and 87-88 in this **Policy** booklet. Please also check if **Your Policy Schedule** contains Contract Modifications, as they can also be exclusions.

### What you are covered for

#### Personal accident

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In the event **You** or a **Family Member** suffers **Bodily Injury** during a **Journey** which results in:

- Accidental death;
- **Loss of Limb(s);**
- **Loss of Eye(s);**
- **Total Loss of Hearing;**
- **Total Loss of Speech; or**
- **Permanent Total Disablement**

**We** will pay **You** or a **Family Member** or, in the event of Accidental death, the estate, £50,000.

#### Overseas Medical Expenses and Emergency Repatriation Expenses

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If **You** or a **Family Member** incurs **Overseas Medical Expenses** or **Emergency Repatriation Expenses** as a result of **Bodily Injury**, injury or illness during a **Journey**, **We** will indemnify **You** or a **Family Member** or **Our** selected specialist partners, as appropriate, up to £10,000,000 per insured person.

**We** do not cover any such expenses incurred after 12 months from the time of incurring the first expense. An **Excess** of £500 applies to each and every covered loss under the **Overseas Medical Expenses** and **Emergency Repatriation Expenses** coverage.

#### Delayed Personal Property

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In the event of **Delayed Personal Property** **We** will pay up to £1,000 in total for reasonable expenses incurred by **You** or a **Family Member** in purchasing essential replacement clothing or toiletry articles.

Any such expense paid by **Us** will be deducted from the total amount paid under any Chubb **Contents** Cover should the **Personal Property** prove to be permanently lost.

## Cancellation and Curtailment expenses

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We will indemnify **You** or a **Family Member** up to £5,000 each in respect of irrecoverable costs for **Your** or a **Family Member's** portion of unused travel and accommodation expenses, paid or contracted to be paid and which cannot be recovered from any other source, in the event the original planned **Journey** is cancelled or curtailed (curtailment costs include reasonable additional travel and accommodation expenses up to £3,000 each and £5,000 in total per **Journey** for reasonable additional travel (**Public Transport** only) and accommodation (room only) costs necessarily incurred in **You** or a **Family Member** returning to Your home in the **United Kingdom**) as a result of:

- **You**, a **Family Member** or a **Travelling Companion** sustaining **Bodily Injury**, injury or illness;
- the death, injury or illness of **Your**, or a **Family Member's Close Relative** or **Business Colleague**;
- **You**, a **Family Member** or a **Travelling Companion** being required to quarantine on the orders of **Qualified Medical Practitioner**;
- jury service, subpoena, kidnapping or hijacking involving **You** or a **Family Member** or **Your** or a **Family Member's Close Relative** or **Business Colleague**;
- cancellation or curtailment of scheduled **Public Transport** services consequent upon strike, riot or civil commotion;
- **Your** or a **Family Member's** presence being required at **Your** normal place of **Residence** in the **United Kingdom** following a covered loss under **Your** Chubb Masterpiece Initial home insurance **Policy** or any other Chubb home insurance **Policy** and **Your** or a **Family Member's** presence is necessary to protect **Your** normal place of **Residence** in the **United Kingdom** from further loss or damage, or to assist with the settlement of the claim;
- **Your** normal place of **Residence** in the **United Kingdom** or planned and pre-booked temporary accommodation outside the **United Kingdom** for **Your** or a **Family Member's Journey** being rendered uninhabitable due to fire, storm, flood, subsidence, or malicious damage;
- inability to travel for at least 12 hours as a result of:
  - cancellation of scheduled **Public Transport** services due to adverse weather conditions where no alternative is available;
  - industrial action;
  - mechanical breakdown of **Public Transport**;
  - grounding of an aircraft due to a mechanical or structural defect;
- the posting overseas or emergency and unavoidable requirements of duty of **You** or a **Family Member** in the armed forces, police, nursing or ambulance services;
- the redundancy of **You** or a **Family Member**, notified after the date this **Policy** is effected and qualifying for payment under the Redundancy Payments Act;
- the issuance before a **Journey** of travel advice by the Foreign, Commonwealth & Development Office (FCDO) relating to the destination, or country or territory that **You** or a **Family Member** are travelling through, advising against 'all travel' or 'all but essential travel', due to terrorism, coups, civil unrest, or natural disaster (but not including a **Communicable Disease** outbreak) as stated on the FCDO website. No such FCDO travel advisory can have been in place at the date the **Journey** was booked (or, if re-booked, the date the **Journey** was altered).
- the issuance during a **Journey** of travel advice by the Foreign, Commonwealth & Development Office (FCDO) relating to the destination, or country or territory that **You** or a **Family Member** are travelling through, advising **You** or a **Family Member** to exit or consider existing, due to terrorism, coups, civil unrest, or natural disaster (but not including a **Communicable Disease** outbreak) as stated on the FCDO website. No such FCDO travel advisory can have been in place at the date the **Journey** commenced.

An **Excess** of £500 applies to each and every covered loss under the **Cancellation and Curtailment expenses** coverage.

There is no **Excess** for the following covers unless stated otherwise.



### Coma benefit

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If **You** or a **Family Member** suffer **Bodily Injury** on a **Journey** which results in a continuous unconscious state, **We** agree to pay the unconscious person £140 for each full week of continuous unconsciousness, up to a maximum period of 104 weeks.

### Disappearance

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If **You** or a **Family Member** disappears and after a suitable period of time it is reasonable to believe that **You** or the **Family Member** have died as a result of **Bodily Injury**, **We** will pay the benefit available under the Personal accident cover, subject to a signed undertaking that if the belief is subsequently found to be incorrect the benefit will be refunded.

### Exposure

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Death or injury to **You** or a **Family Member** as a direct result of exposure to the elements shall be deemed to have been caused by **Bodily Injury** and the benefit under the Personal accident cover will be available for payment if the conditions of the cover are met.

### Kidnap

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If during the **Policy Period** **You** or a **Family Member** are the victim of a **Kidnap** on a **Journey**, this **Policy** will continue for such kidnapped person until such time as they have returned to their normal place of **Residence** in the **United Kingdom** or until a period of 12 months from the date of the **Kidnap** has expired, whichever shall first occur.

**We** will pay **You** or a **Family Member** who has been kidnapped £500 for each complete 24 hour period that **You** or a **Family Member** is forcibly or illegally detained as the result of a **Kidnap**, up to a maximum period of 50 days.

### Hospitalisation expenses

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For each full week that **You** or a **Family Member** are admitted to a **Hospital** as an **In-Patient** as a result of **Bodily Injury** on a **Journey**, **We** will pay the hospitalised person £50 per day, up to a maximum of £500 each **Policy Period**.

### Continuation of medical expenses

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If **You** or a **Family Member** are repatriated under the **Overseas Medical Expenses** and **Emergency Repatriation Expenses** cover, **We** will pay the costs of **Hospital In-Patient** medical charges incurred by the hospitalised person within the two months immediately following the date of repatriation, up to a maximum of £1,000.

### Business expenses

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**We** will pay **You** or a **Family Member** up to £1,000 for the cost of travel and accommodation expenses for **You** or a **Family Member** or a **Business Colleague** to complete essential business commitments that were unfinished as a direct result of **You** or a **Family Member** sustaining **Bodily Injury** or illness during a **Journey**.

## Travel expenses

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If **You** or a **Family Member** suffers **Bodily Injury** or illness during a **Journey**, **We** will pay for the reasonable additional costs necessarily incurred for one or more of the following, up to a maximum of £25,000:

- travel and accommodation expenses of any relative or friend who on the advice of a **Qualified Medical Practitioner** is required to travel or to remain with **You** or a **Family Member**, up to a maximum of two persons;
- funeral expenses incurred in the burial of **You** or a **Family Member** outside the **United Kingdom**;
- costs incurred in transporting the body or ashes of **You** or a **Family Member** and such person's personal property back to the **United Kingdom**;
- additional travel and accommodation expenses incurred by **You** or a **Family Member** in returning to the **United Kingdom** to attend the funeral of a **Close Relative** in the **United Kingdom**

**We** do not cover such expenses incurred after 12 months from the time of incurring the first expense. An **Excess** of £500 applies to each and every covered loss under the Travel expenses coverage.

## Passport indemnity

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If **Your** or a **Family Member's** passport is lost, stolen or destroyed during a **Journey**, **We** will indemnify **You** or a **Family Member** for additional travel and accommodation expenses necessarily incurred in obtaining a replacement passport, visa or its temporary replacement, up to a maximum of £1,000.

## Travel delay

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If **You** or a **Family Member** is late arriving at **Your** intended destination due directly to the cancellation or delay of a pre-booked scheduled flight as a result of strike, breakdown or weather conditions, **We** will pay the delayed person the following amounts:

- more than 4 hours delay, £50;
- between 12 & 24 hours delay, £100; or
- in excess of 24 hours delay, £200

## Missed departure

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**We** will indemnify **You** or a **Family Member** up to £1,000 each for reasonable travel and accommodation expenses if **You** or a **Family Member** are unable to reach the original departure point on the outward or return part of a **Journey** as a result of the failure of public transport services or the breakdown of a vehicle in which **You** or a **Family Member** were travelling, provided that:

- **You** or a **Family Member** will have allowed adequate **Journey** time for arrival at the departure point at or before the recommended time;
- **You** or a **Family Member** will have obtained from an appropriate authority confirmation of the reason and duration of the delay; and
- in the event of vehicle breakdown, the vehicle was properly serviced and maintained before the breakdown

### Disaster expenses

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We will indemnify **You** or a **Family Member** up to £1,000 each for reasonable, irrecoverable travel and accommodation expenses if **You** or a **Family Member** are required to:

- transfer to alternative accommodation in order to continue a **Journey** outside the **United Kingdom**; or
- return to the **United Kingdom** if a **Journey** cannot be continued, in the event **Your** or a **Family Member's** planned and pre-booked accommodation outside the **United Kingdom** has become uninhabitable due to fire, lightning, explosion, earthquake, storm, tempest, hurricane or flood, which has been confirmed in writing by the local or national emergency services

This cover will not be payable in addition to Cancellation and Curtailment expenses.

### Winter sports

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The covers Ski hire, Ski pack, Piste closure and Avalanche closure apply to a **Journey** which involves skiing or snowboarding:

#### Ski hire

We will indemnify **You** or a **Family Member** up to £1,000 for the necessary hire of skis or a snowboard following:

- loss or breakage of skis or a snowboard owned by **You** or a **Family Member** during transit on a **Journey**; or
- the misdirection during transit on a **Journey** of the skis or snowboard owned by **You** or a **Family Member** resulting in being deprived of their use for a minimum of six hours

#### Ski pack

We will indemnify **You** or a **Family Member** up to £1,000 for the proportionate value of any ski pass, hire or tuition fee necessarily unused due to:

- **Accident** or illness of **You** or a **Family Member**; or
- loss or theft of a ski pass

#### Piste closure

We will indemnify **You** or a **Family Member** up to £1,000 in the event of a lack of snow or excessive snowfall during the official ski season at the holiday resort where **You** or a **Family Member** are staying, and no alternative being available, and it is not possible to ski for a period in excess of 12 hours.

#### Avalanche closure

We will indemnify **You** or a **Family Member** up to £1,000 for additional travel and accommodation expenses as a direct result of avalanche in **Your** ski resort during the official ski season.

This benefit will not be payable in addition to Cancellation and curtailment expenses.

## Definitions - What words mean

The following words used in this cover part have the special meaning defined here. Throughout this cover part of the **Policy**, defined terms will be capitalised, in italics and bold.

**Bodily Injury** means injury which is caused solely by **Accidental** means and which solely and independently of any other cause results directly in the Accidental death, **Loss of Limb(s)**, **Loss of Eye(s)**, **Total Loss of Hearing**, **Total Loss of Speech** or **Permanent Total Disablement of You** or a **Family Member** within 24 months from the date of the **Accident**. **Bodily Injury** does not include post traumatic stress disorder.

**Accident** means a sudden unforeseen and fortuitous identifiable event and the word Accidental shall be construed accordingly.

**Loss of Limb(s)** means:

- 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 arm or hand

**Loss of Eye(s)** means total, permanent and irrecoverable loss of sight in one or both eyes.

**Total Loss of Hearing** means total, permanent and irrecoverable loss of hearing in both ears.

**Total Loss of Speech** means total, permanent and irrecoverable loss of speech.

**Permanent Total Disablement** means that during the 24 months immediately following **Your** or a **Family Member's Accident** **You** or a **Family Member** are totally unable to work in any occupation for which **You** are suited by experience, education or training and at the end of that time there is no prospect of improvement.

**Journey** means a trip involving pre-booked flight or accommodation (of at least 2 nights duration if the trips is wholly within the **United Kingdom**) of up to 90 consecutive days where travel begins and ends in the **United Kingdom**. Cancellation cover commences when a **Journey** is booked, or from the commencement date and time stated in the **Policy Schedule**, whichever is later. It ends when **You** or a **Family Member** leave **Your** or a **Family Member's** normal place of Residence in the **United Kingdom** to commence a **Journey** or when the **Policy Period** ends, whichever is earlier. Cover under all other sections operates for a **Journey** that takes place during the **Policy Period** and includes travel directly to and from **Your** or a **Family Member's** normal place of Residence in the **United Kingdom** provided the return to the normal place of Residence is completed within 24 hours of **Your** or a **Family Member's** return to the **United Kingdom** or departure from pre-booked accommodation following a **Journey** within the **United Kingdom**.

**Business Colleague** means any person who works at **Your** or a **Family Member's** place of business and who if both **You** or a **Family Member** and that person were both away from work at the same time would prevent the business from running effectively.

**Close Relative** means **You** or a **Family Member's** spouse, partner, legal guardian, father, mother, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild.

**Communicable Disease** means an illness or disease that may be transmitted directly or indirectly by one person to another due to a virus, bacteria or other microorganism. Coronavirus (covid-19) is classed as a **Communicable Disease**.

**Delayed Personal Property** means **Personal Property** which is temporarily lost during a **Journey** and is outside **You** or a **Family Member's** control for at least 12 hours.

**Emergency Repatriation Expenses** means the additional costs necessarily incurred by **Our** selected specialist partners in repatriating **You** or a **Family Member** to the most suitable **Hospital** or to **Your** or a **Family Member's Residence** in the **United Kingdom**.

**Hospital** means any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where **You** or a **Family Member** is under the constant supervision of a **Qualified Medical Practitioner**.

**In-Patient** means **You** or a **Family Member** who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission to a **Hospital** is necessary for the medical care and treatment of an illness or **Bodily Injury** and not merely for any form of nursing convalescence rehabilitation rest or extended care.

**Kidnap** means the wrongful abduction and holding under duress, or by fraudulent means, of **You** or a **Family Member** by any person(s) or group making a ransom demand or series of ransom demands for the release of **You** or a **Family Member**.

**Overseas Medical Expenses** means reasonable costs necessarily incurred outside the **United Kingdom** for **Hospital**, surgical or other diagnostic or remedial treatment given or prescribed by a **Qualified Medical Practitioner**.

**Personal Property** means personal goods belonging to **You** or a **Family Member** which are taken on a **Journey**.

**Public Transport** means any land, water or air conveyance operated under a valid license for the transportation of fare-paying passengers and which run to a **scheduled** published timetable.

**Qualified Medical Practitioner** shall mean a doctor or specialist who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice and who is not **You** or a **Family Member** or a **Close Relative**.

**Residence** shall mean the place where **You** or a **Family Member** permanently resides.

**Travelling Companion** means people **You** or a **Family Member** are, or are intending to, travel with on a **Journey**.

**United Kingdom** shall mean England, Scotland, Wales and Northern Ireland excluding the Isle of Man and the Channel Islands. For the purposes of this **Policy** the **United Kingdom** shall be regarded as a single country. For policyholders resident in the Isle of Man or Channel Islands, the term **United Kingdom** shall be deleted and replaced by Isle of Man or Channel Islands (whichever is applicable) throughout the Annual Travel Cover section.

## Conditions

In addition to the **Policy** conditions, the following conditions apply to this cover part of **Your Policy**.

- 1 Where an insured person is under 16 years of age at the time of accidental death the sum insured shown in the Personal accident cover for accidental death shall not exceed £7,500.
- 2 This insurance is excess of any other insurance.
- 3 **You** or a **Family Member** must inform **Our** selected specialist partners as soon as reasonably possible of any situation that may give rise to **You** or a **Family Member** requiring **In-Patient** treatment.
- 4 In the event of any circumstance, which could give rise to a claim, **You** or a **Family Member** must:
  - give notice to **Us** by the most expeditious means;
  - confirm the facts in writing as soon as possible, with as much information as is available to **You** or a **Family Member**;
  - provide **Us** or **Our** appointed representatives in a timely manner all information reasonably required, including all documentation and records necessary to establish and assess **Your** loss;
  - prove the loss to **Our** reasonable satisfaction;
  - immediately forward to **Us** or **Our** representatives any letter, writ or other document received in connection with any claim made under this **Policy**; and
  - assist **Us** and concur with all reasonable arrangements for medical and other advisers to examine **You** or a **Family Member** with respect to the claim

**We** reserve the right to:

- take such steps as deemed necessary to prevent, mitigate or minimise a loss;
- pursue all rights or remedies available to **You** or a **Family Member** against anyone responsible for the loss, whether or not a covered loss has been paid; and
- require independent medical examinations of **You** or a **Family Member** involved in a loss

## Exclusions - What is not covered

In addition to the **Policy** exclusions, the following exclusions apply to this cover part of **Your Policy**.

- 1 **We** do not cover any expenses arising from illness incurred if **You** or a **Family Member**:  
are travelling against the advice of a **Qualified Medical Practitioner**;  
are travelling for the purpose of obtaining medical treatment;  
are travelling where a terminal prognosis has been given;  
are receiving ongoing hospital or specialist treatment at the time of travel;  
have a condition which was diagnosed, treated (other than for routine check-ups) or required hospital inpatient or outpatient treatment in the 12 months before **You** or **Your Family Member's** trip commences, where the condition is medically related to the one for which **You** or a **Family Member** are claiming.
- 2 **We** do not cover **Bodily Injury** or any other loss or damage as a result of any of the following activities:  
scuba diving to depths of more than 30 metres;  
hang gliding or para-gliding;  
parachuting;  
parascending other than over water;  
mountaineering or rock climbing normally requiring the use of guides or ropes;  
pot-holing;  
racing of any kind other than on foot or swimming;  
bungee jumping; or  
microlighting
- 3 **We** do not cover **Bodily Injury** or any other loss or damage to **You** or a **Family Member** while engaged in flying or other aerial activity, except as a passenger.
- 4 **We** do not cover **Bodily Injury** to **You** or a **Family Member** as a result of participating in any sport as a professional.
- 5 **We** do not cover **Bodily Injury** to **You** or a **Family Member** as a result of engaging in active service in any of the armed forces of any nation.
- 6 **We** do not cover dental or optical expenses unless incurred as the result of an emergency during a **Journey**.
- 7 **We** do not cover loss for **Delayed Personal Property** due to confiscation by customs or any other authority.
- 8 **We** do not cover **Bodily Injury** or Illness to **You** or a **Family Member** resulting from committing suicide, attempting to commit suicide or intentionally inflicting self harm.
- 9 **We** do not cover any **Overseas Medical Expenses** incurred for treatment that continued for a period of more than one month from the date the expense was first incurred which was not notified to and pre-approved by **Our** selected specialist partners.
- 10 **We** do not cover any **Emergency Repatriation Expenses** incurred without the prior approval of **Our** selected specialist partners.



- 11 *We do not cover any Overseas Medical Expenses provided after Our selected specialist partners, based on the advice of a Qualified Medical Practitioner, has recommended the repatriation of You or a Family Member to the United Kingdom.*
- 12 *We do not cover Cancellation and Curtailment expenses where the conditions or circumstances leading to cancellation or curtailment of a Journey were in existence or reasonably foreseeable prior to the booking or commencement of the Journey.*
- 13 *Cover for You or a Family Member will cease on the expiry date of Your Policy following such person's 75th birthday or any earlier cancellation of the cover.*
- 14 *We do not cover Bodily Injury, illness or any other loss or damage resulting from You or a Family Member being under the influence of drugs, except for drugs prescribed by a Qualified Medical Practitioner.*
- 15 *We will not cover any Journey involving travel to areas where at time of departure the Foreign, Commonwealth & Development Office (FCDO) has advised against 'all travel' or 'all but essential travel'.*
- 16 *If a person remains in a country or region the British Government through its Foreign, Commonwealth and Development Office (FCDO) has recommended against 'all' or 'all but essential' travel in, to or through more than 48 hours after the recommendation has been given, We do not cover any loss or expenses resulting from a person continuing to remain in that country or region.*
17. *We do not cover additional travel and accommodation expenses for Curtailment where the means of transport and/or accommodation used is of a standard superior to Your or a Family Member's original Journey.*
18. *If You or a Family Member must Curtail a Journey but do not return to the United Kingdom We will only be liable for the equivalent costs which You or a Family Member would have incurred had You or a Family Member returned to the United Kingdom.*
19. *We will not cover the cost of Your or a Family Member's unused original return travel to the United Kingdom if We have paid additional travel costs for You or a Family member to curtail Your Journey.*
20. *Any expenses which are recoverable (whether successful or not) from:*
  - i. *any tour operator, travel provider, airline, hotel or other service provider under the terms of any contract or any relevant law or regulation; or*
  - ii. *any compensation scheme.*
21. *We will not cover any expenses incurred as a result of the imposition of any law, regulation or order made by any public authority or government which impacts the Journey (including, without limitation, any restrictions as a result of an outbreak of a Communicable Disease (COVID 19), the closure of borders or airspace, lockdowns and other restrictions on the movement of people);*
22. *Any actual or suspected Communicable Disease which results in restrictions impacting a Journey being introduced or made by any travel or accommodation provider or any government or governmental body. This Policy Exclusion does not apply to Claims for Medical Expenses and Repatriation Expenses.*



## Extra cover

This part of **Your Policy** provides insurance for the risks listed below anywhere in the world, unless stated otherwise in **Your Policy** or an exclusion applies. Exclusions can be found on pages 16, and 93 in this **Policy** booklet. Please also check if **Your Policy Schedule** contains Contract Modifications, as they can also be exclusions.

### Event cancellation

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**We** will indemnify **You** up to a total of £10,000 per **Policy Period** for irrecoverable costs and expenses **You** directly incur or are directly responsible for if **Your Event** is necessarily cancelled prior to the commencement of **Your Event** as a direct result of any sudden and accidental **Occurrence** beyond **Your** control.

**Event** means a personal non-profit making party, celebration or other social gathering taking place indoors, outdoors or in a temporary structure(s) and arranged by **You** or **Your** representative tasked to arrange an **Event**.

An **Event** does not mean a concert, theatre performance, sporting **Event**, holiday, vacation, trip, excursion, journey or any similar extended period of recreation.

The **Event** must take place within the **Policy Period** and within the following territories: Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, the Republic of Ireland, Belgium, Denmark, France (including Monaco), Germany, Italy (including San Marino and the Vatican City), Luxembourg, the Netherlands, Portugal, Spain, Andorra, Austria, Finland, Norway, Sweden, and Switzerland (including Liechtenstein).

This cover only applies if Contents cover is shown on **Your Policy Schedule**.

An **Excess** of £500 applies to this cover unless a higher **Excess** is shown in **Your Policy Schedule**.

### Cyber bullying

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**We** will pay for certain **Cyber bullying expenses** (described below) **You** or a **Family Member** incurs solely and directly as a result of a **Cyber bullying Occurrence**.

**Cyber bullying Occurrence** means more than 3 acts by the same individual or group of individuals that harass, threaten or intimidate **You** or a **Family Member**, provided that individual or group of individuals doesn't include **You** or a **Family Members** Co-Workers or Employer(s).

These acts include threats of violence, libel, slander, defamation of character, or violation of privacy that harms **You** or **Your Family Member** and was sent via computer, mobile device, telephone, or any other electronic device that leads to:

- wrongful termination
- wrongful arrest
- wrongful discipline by a secondary school or higher education
- significant duress leading to the inability to attend secondary school, higher education or work for more than a week, as diagnosed by a **Physician**, psychologist or other authorised mental health professional

Coverage for a **Cyber bullying Occurrence** does not apply if **You** or **Your Family Members** are awarded any punitive damages for bodily injury, personal injury, libel or slander. Coverage would also not apply for any injury arising out of business pursuits, volunteer activities, or promotion and or supply of information where **You** or a **Family Member** are deemed an authority.

## Cyber bullying expenses

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**We** will pay the following related reasonable costs **You** or a **Family Member** incurs, up to a maximum of £25,000 for all **Occurrences** in a **Policy Period**, when incurred within 12 months after a **Cyber bullying Occurrence** for:

- a professional public relations consultant;
- a professional digital forensic analyst to aid in prosecution;
- a professional cyber security consultant;
- an online reputation management service

**We** will also pay for salary lost during due to wrongful termination for the first 60 days after the **Cyber bullying Occurrence**, up to £25,000 for each person up to a maximum of £50,000, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay, or other similar salary replacement plans.

**We** will also pay for the incurred related temporary relocation expenses for **You** or a **Family Member** up to a maximum of £25,000, when incurred within 60 days after a **Cyber bullying Occurrence**.

The most **We** will pay in any **Policy Period** is £50,000.

## Students course and residential fees

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**We** will pay for any unrecoverable course fees, examination fees and/or residential fees for any **Family Member** which **You** have already paid or are legally liable to pay for tuition, examinations and/or rent for term time accommodation following enforced cancellation or early withdrawal of the **Family Member** from their course as a result of their death or becoming **Incapacitated** due to a sudden and unforeseen accident or long-term illness.

**We** will also pay for additional costs incurred if the **Family Member** has to undergo a further year of study if they were prevented from taking their examinations as a result of them becoming **Incapacitated** due to a sudden and unforeseen accident or long-term illness.

**Incapacitated** means an inability to function as normal for a period exceeding 30 days as diagnosed by a **Physician**, psychologist or other authorised mental health professional.

The maximum amount payable under this cover is £5,000.

This cover only applies if **Contents** cover is shown on **Your Policy Schedule**.

The **Excess** applicable to the Contents cover at **Your** main residence applies to this cover unless a higher **Excess** is shown in **Your Policy Schedule**.

## Fatal injury

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If **You** or a **Family Member** suffer physical injury as a result of either fire or violent intruders at a covered location shown in **Your Policy Schedule** and those injuries prove fatal within 12 months of the incident first occurring, **We** will pay **You** or a **Family Member** so injured £50,000 (or less if limited by law). There is no **Excess** applicable to this cover.

### Golfers cover

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*We* cover **You** or a **Family Member** for the following expenses whilst playing golf or participating in any activity at a golf club, anywhere in the world, unless stated otherwise or an exclusion applies.

#### Third party damage

*We* cover all **Property Damage** to another person's property caused by a **Covered Person**, irrespective of legal liability.

#### Personal accident

In the event that **You** or a **Family Member** suffers **Bodily injury** whilst playing golf which results in their:

- Death;
- **Loss of Limb(s)**; or
- **Loss of Eye(s)**,

*We* will pay **You** or a **Family Member**, or in the event of death their estate, £10,000 (or less for a minor if limited by law). *We* will not pay more than £10,000 for any one **Occurrence**. Death, **Loss of Limb(s)**, or **Loss of eye(s)** must occur within 12 months of the date of the **Occurrence**.

**Bodily injury** means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.

**Loss of Limb(s)** means:

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

**Loss of Eye(s)** means total and irrevocable loss of sight in one or both eyes.

#### Hole in One

*We* cover up to £250 for expenses incurred in the event of a 'hole in one' achieved by **You** or a **Family Member** during an official competition round. **Your** scorecard and certification from **Your** club or match secretary must be submitted to **Us** in the event of a claim.

*We* will not pay more than £2,000 in total per **Policy Period**.

This cover only applies if Liability cover is shown on **Your Policy Schedule**.

There is no **Excess** applicable to this cover.

## Credit cards, forgery, and counterfeiting

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**We** cover **You** or a **Family Member's** legal obligation, up to a total of £30,000 for:

- loss or theft of a charge, cash or banker's card issued in the name of **You** or a **Family Member**, provided that the terms for using the card are complied with;
- loss caused by alteration or forgery of any cheque or negotiable instrument; or
- loss caused by accepting in good faith any counterfeit paper currency

**We** will defend a claim or action against **You** or a **Family Member** for loss or theft of a charge, cash, or banker's card. At **Our** option, **We** may defend a claim or suit against **You** or a **Family Member** for forgery or counterfeiting.

**We** may investigate, negotiate, and settle any such claim or suit at **Our** discretion.

**Our** obligation to defend ends when **Our** payment for the loss equals £30,000.

If **You** have a loss under the credit cards, forgery, and counterfeiting cover in this **Policy**, **You** must:

- notify **Us** or **Your** broker of **Your** loss;
- in case of theft **You** must notify the Police or similar competent authority;
- notify the credit card service company or the issuing bank;
- include evidence or an affidavit supporting **Your** claim, including the amount of and cause of the loss, in any statement **You** prepare at **Our** request;
- submit to an examination under oath, as often as **We** may reasonably require **You** or any **Family Member** to do so;
- upon request submit a signed description of the circumstances surrounding a loss and **Your** interest in it; and
- produce all records and documents **We** request and permit **Us** to make copies

This cover only applies if Liability cover is shown on **Your Policy Schedule**.

There is no **Excess** applicable to this cover

## Reward

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Under the House, **Contents**, Valuable Articles and Family Protection parts of **Your Policy**, **We** will pay up to a maximum of £5,000 to any person or organisation for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss.

The following are not eligible to receive this reward payment: **You**, a **Family Member**, or the Police.

## Extra Cover Exclusion - What you are not covered for

### Event cancellation

**We** do not cover any irrecoverable costs and expenses if the **Event** cancellation is caused by:

- circumstances which existed prior to the production of the **Event** and which threatened to result in an **Event** cancellation loss, if **You** knew or should have known of such circumstances and failed to make them known to **Us** in writing prior to the **Event**;
- failure to make all material arrangements for the production of the **Event** or to procure any licence or permit which may be required to hold the **Event**;
- any pre existing medical condition;
- taking drugs (other than those prescribed by a medical practitioner but not to treat any addiction), alcohol abuse, suicide or self infliction of injuries of any person;
- non-appearance of any person other than caused by death, injury or illness (confirmed in writing by a medical practitioner) of any person scheduled to appear at the **Event** who is not a member of the armed forces, police, coastguard, fire brigade, medical or ambulance services and is over 6 years of age and under 66 years of age;
- participation in any professional sports or hazardous activities such as scuba diving, white water rafting, hang gliding, paragliding, parasailing, parachuting, sky diving, parascending, ballooning, mountaineering, rock climbing, pot-holing, caving, racing of any kind, bungee jumping, and any similar activities;
- bankruptcy, insolvency, receivership, liquidation or other financial restructuring or difficulties of the **Event** venue or any supplier to the **Event**;
- any lack of finance;
- any breach of contract;
- any lack of audience or public support or loss of public image;
- any dishonest, fraudulent, criminal or malicious act committed by **You** or a relative of **Your** family or by any of **Your** employees, agents or representatives;
- any work by builders or contractors at the **Event** venue or its facilities whether partially or totally unusable;
- any industrial action, labour disputes or unemployment;
- national mourning;
- the **Event** being held in violation of any law or statute;
- any travel advisory notice or warning issued by a national or international body or agency;
- any communicable disease, including any fear or threat thereof (whether actual or perceived), which leads to the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
- asbestos;
- adverse weather conditions in respect of any **Event**(s) outdoors or in a temporary structure(s). However, **We** do cover **Event** cancellation for an **Event** in a temporary structure(s) during the months of June, July or August if the adverse weather conditions are life threatening lightning, flooding or storm causing physical damage to the **Event**'s temporary structure(s) or weather causing withdrawal of permits for the **Event** by Local authorities. **You** must provide a weather report from the local weather station to substantiate **Your** claim;

or

- an act of terrorism regardless of any other cause or **Event** contributing concurrently or in any other sequence to the damage. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with an organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear. **We** also exclude irrecoverable costs and expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

# Data protection notice

## Chubb

Chubb uses personal information which **You** supply to **Us** or to **Your** Insurance broker in order to write and administer this **Policy**, including any claims arising from it.

This information will include basic contact details such as **Your** name, address, and policy number, but may also include more detailed information about **You** (for example, your age, health, details of assets, claims history) where this is relevant to the risk **We** are insuring or to a claim **You** are reporting.

**We** are part of a global group, and **Your** personal information may be shared with **Our** group companies in other countries as required to provide **Your Policy** or to store **Your** information. **We** also use a number of service providers, including a credit reference agency, who will also have access to **Your** personal information subject to **Our** instructions and control. The agency records **Our** enquiries but **Your** credit rating is not affected.

**You** have a number of rights in relation to **Your** personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use **Your** personal information. For more information, **We** strongly recommend **You** read **Our** user-friendly Master Privacy, available here: <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>. **You** can ask **Us** for a paper copy of the Privacy Policy at any time, by contacting us at [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com)

## ARAG

### **Data protection privacy statement (House and Contents Legal Expenses and Home Emergency Cover only)**

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This is a summary of how we, on behalf of the Insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website [www.arag.co.uk](http://www.arag.co.uk)

The Insurer's full privacy notice may be found at the following link: <https://www.hdi-specialty.com/int/en/legals/privacy>

### **Collecting personal information**

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ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. ARAG will hold and process this information in accordance with all relevant data protection regulations and legislation. Should ARAG ask for personal or sensitive information, ARAG undertake that it should only be used in accordance with their privacy statement. ARAG may also collect information for other parties such as suppliers ARAG appoint to process the handling of a claim.

### **Using personal or sensitive information**

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The reason ARAG collect personal or sensitive information is to fulfill their contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfill these obligations, ARAG may need to share personal or sensitive information with other organisations. ARAG will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to ARAG's full privacy statement for full details.

### **Keeping personal information**

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ARAG shall not keep personal information for any longer than necessary.

### **Your rights**

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Any person insured by this policy has a number of rights in relation to how ARAG hold personal data including; the right to a copy of the personal data ARAG hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when ARAG will not be able to delete personal data please refer to ARAG's full privacy statement.

## How to make a complaint

### **Making a House Cover, Contents Cover, Valuable Articles Cover, Liability Cover, Family Protection Cover, Cyber Protection Cover and Annual Travel Cover complaint**

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**We** aim to provide customers with the highest possible level of service at all times. If **You** are unhappy with the service provided for any reason or have cause for complaint, please, in the first instance, contact the person who arranged the **Policy** for **You** or contact **Us** at:

Chubb Private Clients Manager, Chubb European Group SE, The Chubb Building,  
100 Leadenhall Street, London, EC3A 3BP, UK T 020 7956 5000

If **You** remain dissatisfied, **You** can ask the Financial Ombudsman Service to review **Your** case. **You** can contact the Financial Ombudsman Service at:

Telephone 0800 0234567  
Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Making a House and Contents Legal Expenses and Home Emergency Cover complaint**

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If **You** have a House and Contents Legal Expenses or Home Emergency Cover complaint: Call ARAG on 0800 018 0678.

Alternatively, please send **Your** House and Contents Legal Expenses or Home Emergency Cover complaint to: ARAG legal services, 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

If **You** remain dissatisfied, **You** can ask the Financial Ombudsman Service to review **Your** case. **You** can contact the Financial Ombudsman Service at:

Telephone 0800 0234567  
Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)



## Additional information

### Registered office

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Chubb European Group SE, La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France T +44 (0)20 7956 5000.

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. UK Establishment address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Details about our authorisation can be found on the Financial Conduct Authority website (FS Register number 820988).

### Financial Services Compensation Scheme

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Chubb subscribes to the Financial Services Compensation Scheme. This provides compensation in case any of its members, in specified circumstances, are unable to meet any valid claims under their policies. Further information can be obtained from Chubb at the address above, or from the Financial Services Compensation Scheme at the following address: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

### Policy Period

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The date cover begins and ends are shown in the **Policy Schedule**. Those dates begin and end at 00.01 Greenwich Mean Time.

All covers on this **Policy** apply only to **Occurrences** that take place during the **Policy Period** as specified in the **Policy Schedule**.

### Policy Renewal

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**Your** Insurance cover is for a 12 month period and the start date and end date of the cover are specified in **Your Policy Schedule**.

**Your Policy** will not automatically renew and so **You** will need to confirm to **Your** broker or Chubb before the renewal date, if **You** wish to renew.

### **Policy enhancements**

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**We** may extend or broaden the cover provided by this **Policy**. If **We** do this during the **Policy Period** or within 60 days before the **Policy Period** commences without increasing the premium, then the extended or broadened cover will apply to an **Occurrence** after the effective date of the extended or broadened cover.

### **Bankruptcy or insolvency**

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**We** will meet all **Our** obligations under this **Policy** regardless of whether **You, Your** estate, or anyone else or their estate becomes bankrupt or insolvent.



# Chubb. Insured.<sup>SM</sup>

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