AVIVA PRIVATE CLIENTS

Home 50

Insurance Policy

Home 50

Policy wording

Introduction

Thank you for choosing Aviva Private Clients for your personal insurance.

Aviva Private Clients is dedicated to providing insurance exclusively for individuals requiring the highest standard of care for their properties and possessions.

Our knowledge and experience are complemented by our commitment to exceptional service.

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Policy Provisions

This policy is not complete without a schedule.

Aviva Insurance Limited distributes and administers this policy on behalf of **Aviva Private Clients, HSB Engineering Insurance Limited** and **ARAG Legal Expenses Insurance Company Limited**.

This policy comprises of different sections.

Cover under Home and Contents, Liability, Personal Emergency, and Annual Travel will be provided, as set out in your schedule:

Risks situated within the UK and other countries excluding the EEA are underwritten by Aviva Insurance Limited. Registered in Scotland, No. SC002116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company. Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. Our firm's reference number is No. C171485. A private company limited by shares. Registered in Ireland, No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland D18 W2P5. Registered UK Branch Address: 80 Fenchurch Street, London, EC3M 4AE. UK Branch authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (FCA reference No. 827591) 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.

Cover under Legal Solutions and Home Breakdown & Emergency Solutions is provided by **ARAG Legal Expenses Insurance Company Limited. ARAG plc** (or appointed agents on its behalf) is authorised to administer Legal Solutions and Home Breakdown & Emergency Solutions on behalf of **ARAG Legal Expenses Insurance Company Limited.**

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

ARAG plc is authorised and regulated by the Financial Conduct Authority (Firm reference No. 452369). Registered office is Unit 4a, Greenway Court, Bedwas, Caerphilly, Wales, CF83 8DW. Registered in England and Wales No. 02585818.

You can check this information on the Financial Conduct Authority's website at **www.fca.org.uk** or the Central Bank of Ireland's website **www.centralbank.ie**, which includes a register of all the firms they regulate.

Cover under the Cyber section of this policy is covered by **HSB Engineering Insurance Limited** who is authorised and regulated by the prudential Regulated Authority and regulated by the Financial Conduct Authority and prudential Regulation Authority, **HSB Engineering Insurance Limited's** registered address, HSB Engineering Insurance Limited, Chancery Place, 50 Brown Street, Manchester M2 2JT. Registered in England and Wales, number 02396114 and Ireland 906020.

This information can be checked by the FCA register (**www.fca.org.uk/register**)

Insurance Guarantee Schemes

Where Aviva Insurance Limited, ARAG Legal Expenses Insurance Company Limited and/or HSB Engineering Insurance Limited is your insurer.
We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the scheme is available from the FSCS website at **www.fscs.org.uk**

Where Aviva Insurance Ireland Designated Activity Company is your insurer
Depending upon where in the EEA **you** and/or the insured risk is located there may be a local scheme is available in an EEA member state it may cover only limited types of insurance (e.g compulsory motor cover) although some jurisdictions have wider scheme. If **you** have any questions, please contact **us**.

This policy is a contract of insurance between **you** and **us**.

The following elements form the contract of insurance between **you** and **us**, please read them and keep them safe:

your policy wording; information contained on **your** Statement of Fact document as issued by **us** and any additional questionnaire(s); **your** schedule; any endorsements on **your policy** as set out in **your** schedule; any changes to **your** home insurance **policy** contained in notices issued by **us** at renewal; **your** Important Information document.

In return for you paying **your** premium, **we** will provide the cover shown on **your** schedule on the terms and conditions of this **policy** booklet during the **period of insurance**.

Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of this policy.

Read the entire policy carefully to determine **your** rights and duties, and what is and is not covered. **You** may not be entitled to claim under this policy if **you** have not complied with its terms. In particular, please refer to Part II – Making a claim and Part XI – General Conditions.

Various provisions in this policy and in the policy schedule endorsement clauses restrict or exclude cover. Where there is an exclusion it will be indicated by being highlighted in cashmere.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The costs of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **your** network provider) and are usually included in inclusive minute plans from landlines and mobiles.

For **our** joint protection telephone calls may be recorded and/or monitored.

Accessibility

Please ask **your** insurance adviser who arranged this policy if **you** need accessible versions of this policy and its associated documents, including Insurance Product Information Document (IPID). **We** can provide these in braille, audio or large print.

Personal information

For information about how **we** process **your** personal information and **your** rights, please see **our** full privacy notice in the Important Information document provided to **you**.

If **you** have questions or concerns about how Aviva uses **your** personal information, please contact: **DATAPRT@aviva.com**

More details about **your** rights and how HSB Engineering Insurance Limited collect, use and disclose **your** personal information can be found in HSB's full Privacy Statement at: **https://www.munichre.com/hsbeil/en/legal/privacy-statement.html** or **you** may request a copy by writing to: HSB Data Protection Manager, HSB Engineering Insurance Limited, Chancery Place, 50 Brown Street, Manchester M2 2JT or by email at: **compliance@hsbeil.com**

More details about **your** rights and how ARAG plc, collect, use and disclose **your** personal information can be found at: **https://www.arag.co.uk/data-legal/privacy-notice/** or **you** may request a copy by writing to: Data Protection Officer, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW or by email at: **dataprotection@arag.co.uk**.

Fraud Prevention and Detection

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

- Share information about **you** with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this to prevent fraud and money laundering.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- Check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- Check details of job applicants and employees.

Claims History

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

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

You should show these notices to anyone who has an interest in the insurance under the policy.

Financial Difficuly

If you are struggling to pay your premiums due to financial difficulty its vital that you contact your insurance advisor right away. We can provide flexible payment terms for customers in financial distress and who pay by Direct debit, as well as offering installment facilities for customers who pay annually.

Part I – Definitions

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

In this policy the words **'you'**, **'your'** and **'yours'** refer to the person or persons or legal entity named on the schedule, their spouse, civil partner or common law partner.

The words **'we'**, **'us'**, **'our'** and **'ours'** means **Aviva Insurance Limited, Aviva Insurance Ireland Designated Activity Company, HSB Engineering Insurance Limited and/or ARAG Legal Expenses Insurance Company Limited.** Under **Part VIII - Home Breakdown** and **Emergency Solutions** and **Part IX - Legal Solutions** where **we** refer to **"we/us/our"**, this includes ARAG plc where it is carrying out administrative functions on behalf of the insurer, **ARAG Legal Expenses Insurance Company Limited**.

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

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

Aggravated burglary – a burglary from the **residence** committed when an individual or group of individuals enter your **residence** unlawfully and use violence or the threat of violence against **you** or a visitor.

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

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

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

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

Contents – **fine art**, household goods including domestic gardening equipment, personal property, pedal cycles and electrically assisted pedal cycles that are not legally required to pay Vehicle Excise Duty for road use which belong to **you** or a family **member**, for which **you** or a **family member** are legally responsible.

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

Defective title - where the person who owns or possesses an artwork may not be its legal owner. This can happen if the artwork is stolen, copied, incorrectly described, or sold by someone without proper authority. If the title is defective, the person in possession of the artwork may be required to return it and may not be entitled to keep, sell, or display it.

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

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

a. employed by **you** under an employment contract in the United Kingdom or a country which is a member of the European Union; or

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

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

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

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

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

Incidental business – either:

a. an activity that does not produce gross revenues in excess of £10,000 in any year and does not involve employment of others for more than 1,000 hours in total during the **policy period**.

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

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

Insured person –

a. **you** or a **family member;** and

b. any additional insured named in the policy schedule.

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

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

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

Loss of limb(s):

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

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

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

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

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

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

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

Nuclear Hazard – any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

Occurrence:

a. a loss or an accident which occurs during the **policy period** and results in **personal injury** or **property damage**; or

b. an offence, including a series of related offences, committed during the **policy period** that results in **personal injury** or **property damage**.

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

a. not attached to **your home**; or

b. any boundary walls attached to **your home**.

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

a. **bodily injury**;

b. unlawful detention, false imprisonment or false arrest;

c. shock, emotional distress, mental injury;

d. invasion of privacy;

e. defamation, libel or slander;

f. malicious prosecution; or

g. unlawful entry or eviction.

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

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

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

a. fees payable to architects, surveyors and consulting engineers;

b. the cost of complying with the building regulation of a government or local authority; and

c. the cost of removing debris that results from a covered loss.

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

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

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

a. any **home**, or **other permanent structures** and grounds that **you** own; or

b. any other property **you** own or reside in.

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

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

Terrorism – Defined as any act or acts including, but not limited to;

the use of or threat of force and/or violence; and/or harm or **damage** to life or to property (or the threat of such harm or **damage**) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, in whole or in part, for political, religious, ideology or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

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

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

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

Part II – Making a claim

We are committed to providing **our** Aviva Private Clients customers with a high standard claims service. When a loss occurs, **we** aim to respond immediately with practical advice and assistance.

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

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

Your duties after an occurrence or incident

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

a. give prompt notice to **us** or **your** intermediary of any incident that may result in any kind of claim under this policy. Failure to do so may affect **our** acceptance of a claim under the policy if the claim is made so long after the event that **we** are unable to investigate the claim fully or may result in **you** not receiving the full amount claimed if the amount claimed is increased as a result of the delay;

b. notify the local police if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons and vandals, and keep a note of any reference number given to **you**;

c. notify the credit card, bank card or card issuing company in case of loss under credit card cover;

d. protect the property from further damage. If repairs to the property are required, **you** must:

   i. make necessary repairs to protect the property; and

   ii keep an accurate record of all repair expenses.

e. begin to repair, replace or rebuild any partial loss to an insured property within 180 days of the date of the loss. If **you** have an **occurrence** that results in a partial loss to an insured property and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, **we** will only pay the **reconstruction cost**.

f. provide **us** with bills, receipts and related documents;

g. as often as **we** require:

   i. make available to **us** the damaged property for inspection;

   ii. provide **us** with records and documents **we** request; and

   iii. submit to separate examination under oath.

h. provide **us** with the names and addresses of any known persons injured and any available witnesses;

i. provide **us** with any legal documents and other documents which will help **us** defend **you**; and

j. assist and co-operate with **us** in the conduct of the defence by helping **us**:

   i. to make settlement;

   ii. to enforce any right of contribution or indemnity against any person or organisation who may be liable to **you**;

   iii. to attend hearings and trials; and

   iv. to secure and give evidence and obtain the attendance of witnesses.

k. in the event of an **occurrence**, incident or circumstance which is likely to give rise to a claim under this policy under Part X Cyber, **you** must adhere to Part X Cyber, C - Conditions, 1. Reporting a Claim

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

A. Home and contents, liability, collections, annual travel and personal emergency.

How to Claim

You can call **us** at any time.

Concierge Desk

Our dedicated Concierge Desk is open 24.hours a day, 7 days a week.

Telephone from within the United Kingdom: **0800 056 2579**

Telephone from outside the United Kingdom: **+44 (0) 160 360 6635**

Or email **us** at: **conciergehome@aviva.com**

Emergency Medical Help Desk

The Emergency Medical Help Desk is open 24 hours a day, 7 days a week.

Telephone from within the United Kingdom: **0800 068 2340**. Telephone from outside the United Kingdom: **+44 (0) 160 360 6712**.

If a crime has been committed:

- call the police; and
- get a crime number; and
- give **us** the crime number.

If you do not comply with these conditions, it may mean that **your** claim is reduced or not paid.

Submitting your claim

You must tell **us** as soon as practicably possible of any **incident** or circumstance which may lead to a claim under this **policy**, or if **you** need in-patient treatment under Annual travel.

You will need to provide **us** with a detailed account of what has happened including details of any loss or **damage** or legal claim.

It will help if **you** make detailed notes at the time, and take photographs of any **damage**.

Supporting the claims process

You can support **your** claim in a number of ways, depending on the situation. **You** must make any **damaged property** available to **us** for inspection as often as **we** need.

You must co-operate with **us** in **your** defence by:

- helping **us** to make settlements; and
- attending hearings and trials.

Where **we** request it, **you** must enforce any right of contribution or reimbursement against any person or organisation who may be liable.

If **you** claim under the Annual travel section of **your policy**, you must co-operate with any arrangements for **medical practitioners** to examine **you.**

We may ask for independent medical examinations in relation to any claim under this **policy** upon **your** return to the United Kingdom.

B. Legal solutions

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this policy, and only applies if **you** are domiciled in the United Kingdom.

This section does not apply to **domestic employees**.

You can register with ARAG Legal for legal services.

You can use voucher codes to register at **www.araglegal.co.uk** to access **our** digital law guide and download legal documents:

For consumer legal matters, use voucher code AFE48BBE98B5.

For landlords legal matters, use voucher code EC426C378CB8. **You** will find useful information for landlords, including notices to give to **your** tenant to leave **your** let property and letters to demand unpaid rent.

If you have problems using the website please contact our digital technical support team. Contact details can be found on the website. Our digital technical support team cannot give you legal or insurance advice.

Your duties in the event of a claim **you** must:

- report any claim to **our** Concierge Desk as soon as possible:

  telephone from within the United Kingdom: **0800 056 2579**

  telephone from outside the United Kingdom: **+44 (0) 160 360 6635**;

  or email **us** at: **conciergehome@aviva.com**
- tell **us** within 30 days of the rent first becoming due, if **you** are making a claim to repossess **your** let property or recover rent arrears;
- unless there is a conflict of interest, agree to use the appointed advisor chosen by **us** before proceedings have been or need to be issued;
- tell **us** as soon as possible about anything that may make it more costly or difficult for **your** appointed adviser to resolve the claim in **your** favour.
- co-operate fully with **us**, give **your** appointed adviser any instructions **we** require, and update **us** with progress of the claim;
- take all practical steps to claim back legal costs and repay these to **us**;
- keep legal costs as low as possible; or
- agree that any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **us**.

We consider **your** claim to have been reported when **we** receive **your** claim form.

Freedom to choose an appointed adviser

You can choose an appointed adviser yourself if:

- a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against **you**, or
- there is a conflict of interest.

In all other cases **you** have no right to do this and **we** will choose **your** appointed adviser.

If **you** want to choose **your** own appointed adviser, write to **us** with **your** preferred representative's contact details. Unless **we** agree to do so, **we** will not pay more than **we** would pay **our** solicitor. (**Our** solicitor firms are chosen with care and **we** agree special terms which may be less than the rates available from other firms.)

Cover will end immediately if:

- **you** dismiss **your** appointed adviser without good reason;
- **you** withdraw **your** claim without **our** written agreement; or
- the appointed adviser refuses with good reason to continue acting for **you**.

If **you** make a claim under Employment disputes, Contracts, Personal injury or Clinical negligence:

- **you** must enter into a conditional fee agreement, that is, a legally enforceable agreement between **you** and **your** appointed adviser for paying their professional fees on a 100% no-win no-fee basis; or

- **your** appointed adviser must enter into a collective conditional fee agreement, that is, a legally enforceable agreement entered into on a common basis between the appointed adviser and **us** to pay their professional fees on a 100% no-win no-fee basis.

Consent

You must agree to let **us** see the appointed adviser's file relating to **your** claim.

You are considered to have provided consent to **us** to see **your** file for auditing and quality control purposes.

Settlement

We have the right to settle by paying the value of **your** claim.

You must not negotiate, settle the claim or agree to pay legal costs without **our** written agreement.

If **you** refuse to settle the claim following advice to do so from **your** appointed adviser, **we** reserve the right to refuse to pay further legal costs.

Barrister's opinion

If a dispute arises about the merits or value of **your** claim, **we** can require **you** to obtain and pay for a barrister's opinion. If their opinion supports **you**, **we** will reimburse **you** for the cost of that opinion. If their opinion conflicts with advice obtained by **us**, **we** will pay for a final opinion which will be binding.

Dispute resolution

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from **www.financialombudsman.org.uk**)

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **us**. Any arbitration will be governed by English law, the seat of the arbitration will be England, and the Chartered Institute of Arbitrators (Ciarb) Arbitration Rules will apply. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the party wanting the arbitration will ask the Ciarb to decide. **We** will pay 50% of any upfront arbitrator costs provided these are incurred with **our** expressed consent. The other party to the arbitration will pay the remaining 50%. Payment of any upfront arbitrator costs by **us** is subject to any final decision by the arbitrator on costs. For example, the arbitrator may decide that costs may be split between the parties or one party may pay all the costs.

Fraudulent claims and claims tainted by dishonesty

- If **you** make any claim which is fraudulent or false, this section of the policy may become invalid and all benefit under it may be lost.
- You shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement you give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **you** have breached this condition and that the breach has:
  - affected **our** assessment of reasonable prospects of success, and/or
  - prejudiced any part the outcome of **your** claim

we shall have no liability for **legal costs** incurred from the date of your breach.

Law that applies

This section of the policy is governed by English law and the parties agree to the exclusive jurisdiction of the English courts for any dispute (including non-contractual disputes) arising from or connected to this policy.

Acts of parliament

All legal instruments, bodies and rules referred to within the covered claims shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement.

Contracts (Rights of Third Parties) Act 1999

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

C. Home breakdown and emergency solutions

Your duties in the event of a claim **You** must:

- as soon as **you** become aware of an emergency at your residence, report any claim to **our** Concierge Desk:

  Telephone from within the United Kingdom: **0800 056 2579**

  Telephone from outside the United Kingdom: **+44 (0) 160 360 6635**;

  or email **us** at: **conciergehome@aviva.com**
- agree to use the **contractor** chosen by **us**;
- not do anything to hinder **us** or the **contractor**;
- tell **us** as soon as possible of anything that may change **our** assessment of **your** claim;

- co-operate fully with the **contractor** and **us**;
- provide **us** with everything **we** need to help **us** handle the claim;
- take all practical steps to recover any emergency costs that **we** pay, and repay **us**; and
- minimise emergency costs and try to prevent anything that may cause a claim.

Your call may be recorded by **us** for training and security purposes and will be answered as soon as possible.

Claims procedure

You must report any major emergency which could result in **injury** or serious damage to **your residence** to the emergency services or the company that supplies the service.

We will record **your** details and then decide on the best course of action to limit **your** loss and/or repair the damage. If the incident relates to an emergency covered under this **policy**, **we** will instruct a member of **our** emergency **contractor** network in respect of that claim only. **We** shall have no liability for any other work carried out by the **contractor**. Poor weather conditions or remote locations may affect normal standards of service.

If **you** are claiming for alternative accommodation costs you must obtain **our** authority to incur costs before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed.

Get agreement before making any payments

You must have **our** agreement before **you** settle a contractor's invoice or agree to pay emergency costs that **you** want to claim for.

Call out and labour costs

When settling **contractor**'s call out charge and labour costs, unless stated otherwise on the **contractor**'s invoice **we** will determine that the call out charge covers the cost of the **contractor** attending **your home** and disallows any time spent diagnosing the fault which has caused the home breakdown or emergency. Any inspection time that is required to trace, access or identify the cause of the home breakdown or emergency will be settled on the basis that the time is charged as labour costs.

Dispute resolution

If there is a disagreement about the handling of a claim and it is not resolved through our internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from **www.financialombudsman.org.uk**)

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **us**. Any arbitration will be governed by English law, the seat of the arbitration will be England, and the Chartered Institute of Arbitrators (Ciarb) Arbitration Rules will apply. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the party wanting the arbitration will ask the Ciarb to decide. **We** will pay 50% of any upfront arbitrator costs provided these are incurred with **our** expressed consent. The other party to the arbitration will pay the remaining 50%. Payment of any upfront arbitrator costs by **us** is subject to any final decision by the arbitrator on costs. For example, the arbitrator may decide that costs may be split between the parties or one party may pay all the costs.

Law that applies

This section of the policy is governed by English law and the parties agree to the exclusive jurisdiction of the English courts for any dispute (including non-contractual disputes) arising from or connected to this policy.

Acts of parliament

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

Contracts (Rights of Third Parties) Act 1999

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

D. Cyber

You can call us anytime for proactive guidance, as well as calling for support when something has gone wrong. There is no limit to the number of calls you can make to the helpline and calls to CyberScout have no impact on claims history. You will get appointed a personal cyber response handler, accessible 24 hours a day, 7 days a week.

For immediate help please contact the Cyber Helpline:

Telephone **+44 (0)800 912 1191** which is open 24 hours a day, 7 days a week

Or email at: **HSBCyberIncident@cyberscout.com**.

Part III – Home and contents

A. Basis of cover

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

B. Payment of a loss

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

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

a. Guaranteed rebuilding cost

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

i. one of **our** appraisers has calculated the rebuilding cost, or

ii. **you** have provided to **us** a full independent high net worth building survey dated no more than three years prior to inception of **your** policy.

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

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

b. Rebuilding cost

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

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

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

c. Green rebuilding cost cover

i. **We** will pay up to £5,000 for the installation of green building products (as shown in paragraph c, ii, 1 to 9 below) following a covered loss which is not deemed by **us** to be a total loss to **your home** or **other permanent structures**.

ii. In the event of a total loss to **your home** or **other permanent structures**, **we** will pay up to £50,000 in addition to the guaranteed rebuilding cost or rebuilding cost under 1a or 1b above, whichever is applicable, to reconstruct **your home** with green building product(s). A green building product is one that **we** determine meets the industry recognised green standard for that product category attributed to one or more of the following:

a. use of less energy, water and/or natural resources;

b. creation of less **waste**;

c. or providing a healthier environment for the people living inside.

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

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

In addition **we** will pay

i. up to £5,000 for green consulting service(s) approved by **us**;

ii. up to £500 to reimburse **you** for the purchase of carbon offsets to neutralise increased emissions as the result of a covered loss. Proof of certification will be required;

iii. up to £5,000 for lost income generated from selling surplus energy back to the energy company and for extra expenses incurred to purchase replacement energy; and

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

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

2. Amount of cover for your contents

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

a. Guaranteed replacement cover

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

i. one of **our** appraisers has assessed the value of **contents** at the property, or

ii. **you** have provided to **us** a full independent high net worth **contents** appraisal dated no more than three years prior to inception of **your** policy

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

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

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

b. Replacement cover

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

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

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

3. How your excess applies

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

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

4. Pairs, sets and parts

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

a. the cost to replace the lost or damaged property;

b. the cost to restore or repair the damaged property to its pre-loss condition; or

c. the difference between the **market value** of the pair or set before the loss and after the loss.

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

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

5. Special limits of liability

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

i. **money**, gold, silver or platinum bullion or ingots £10,000;

ii. sailboards, surfboards, rowing boats and dinghies, including their accessories £10,000;

iii. trailers and caravans £10,000;

iv. **fine art** £100,000;

v. **jewellery** £10,000;

vi. furs £10,000;

vii. guns £10,000;

viii. items of precious metals including silverware, tableware, trays, trophies and similar household articles, other than **jewellery**, which are made of gold, gold plate, silver, silver plate, pewter or platinum. £10,000;

ix. stamps, coins and medals £10,000;

x. negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports, or travel tickets. £10,000;

xi. wine and spirits £10,000.

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

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

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

C. Additional covers

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

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

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

1. Temporary letting of your residence

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

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

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

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

2. Unlimited lock replacement

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

Your excess does not apply to this cover.

3. Unlimited trace and access

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

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

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

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

5. Alternative accommodation

If a covered loss makes **your residence** or any **residence** listed on your schedule that are occupied as primary residence by **your** parents, grandparents, children, or spouses (including adopted children, stepchildren and foster children) uninhabitable, **we** cover any reasonable increase in living expenses incurred to maintain the household's usual standard of living. Payment will continue for the shortest reasonable amount of time necessary to restore the **residence** to a habitable condition or for the household to permanently locate elsewhere, up to a maximum of three years. This includes accommodation for domestic pets and horses.

6. Students' possessions

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

7. Items in storage

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

8. Items at a residence not listed on the schedule

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

9. Newly acquired items

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

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

10. Property of domestic employees and guests

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

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

11. Relatives in care

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

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

12. Marquees

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

13. Event cancellation

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

14. Construction materials

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

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

15. Water detection installation

We will pay up to £5,000 for **you** to install a water leak detector system following a covered water damage loss over £10,000 caused by a leak or break in a plumbing, heating or air conditioning system at **your residence**. This cover only applies if the **residence** has not previously had a water leak detector system installed.

Your excess does not apply to this cover.

16. Flood prevention installation

We will pay towards the cost of installing a flood prevention system at a **residence** where **we** have paid a flood claim exceeding £25,000. **We** will pay up to £10,000 in total for all claims for flood prevention systems in the **policy period**.

You will not be liable for any excess for this additional cover.

This cover only applies if the affected **residence** has not previously had a flood prevention system installed before the **Occurrence**.

17. Business equipment and stock

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

18. Data replacement

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

19. Disability costs

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

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

20. Security upgrade

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

21. Emergency access to the residence

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

22. Emergency preventative measures

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

23. Emergency precautionary repairs

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

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

24. Fatal injury

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

25. Arson reward

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

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

26. Trespass protection

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

27. Forced evacuation

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

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

28. Garden and landscaping

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

We will pay only for losses caused by:

a. **aircraft**;

b. fire, lightning or explosion;

c. riot or civil commotion;

d. earthquake;

e. a vehicle not owned or operated by someone who lives at the **residence**; or

f. theft, attempted theft, vandalism or malicious acts.

29. Garden and landscaping machinery or equipment

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

30. Land

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

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

31. Assessments

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

Your excess does not apply to this cover.

32. Removal of nests

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

33. Loss of rent

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

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

34. Sale of your residence

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

a. the **home** is not insured by, or does not have the benefit of, any other insurance;

b. the **home** is not **unoccupied**; and

c. the policy remains in force.

35. Memorial plaques and stones

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

36. Food spoilage

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

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

37. Damage caused by domestic pets

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

38. Student Fees

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

a. fatally injured; or

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

D. Exclusions

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

1. Aircraft

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

2. Business property

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

3. Confiscation

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

4. Cyber

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from:

a. the use of or inability to use any application, software or programme,

b. any computer virus; or

c. any computer related hoax relating to the above

This exclusion does not apply to the cover provided under Part X - Cyber.

5. Deliberate dishonesty, Illegal acts or misuse of funds or property

We do not cover any loss, **damage**, **injury**, liability, legal claim, costs or expenses: caused by or arising from:

a. any dishonest act by **you**, or at **your** direction; or

b. any criminal act by **you** or at **your** direction;

c. deliberately or recklessly caused by **you**, arising from **your** actions or arising from the actions of a person directed by **you**; or

d. Caused by **you**, or someone **you** told to act for **you**, taking or misusing property

For the purpose of this exclusion, the definition of '**you**' does not include domestic employees unless the domestic employee is directed by **you**.

6. Existing damage

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

7. Erosion

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

8. Faulty, inadequate or defective planning

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

a. planning, development, surveying, siting;

b. design, specifications, workmanship, repair, construction, renovation, remodelling, grading, compaction;

c. materials used in repair, construction, renovation or remodelling; or

d. maintenance of part or all of any property whether on or away from the **residence**. However, this exclusion does not apply to any resulting or subsequent covered loss unless another exclusion applies.

9. Freezing water

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

10. Frost

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

11. Goods and Services

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

12. Gradual operating causes or deterioration, breakdown, wear and tear

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

However, this exclusion does not apply to any resulting or subsequent covered loss unless another exclusion applies.

13. Ivory

We do not cover any loss or damage to any items containing ivory, unless the item which is subject to the loss or damage, is either exempt from The Ivory Act 2018 or **you** can provide **us** with a copy of the exemption certificate before **we** can consider the claim.

14. Loss by rodents, insects or vermin

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

However, this exclusion does not apply to any resulting or subsequent covered loss unless another exclusion applies.

15. Loss or damage to animals, birds or fish

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

16. Motorised land vehicles

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

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

a. u sed to service any **residence you** own or live at;

b. designed to assist the disabled; or

c. designed for recreational use off public roads.

17. Mould

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

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

18. Nuclear hazard, radioactive, chemical or biological contamination

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from or relating to:

the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;

ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or radioactive, biological or chemical contamination due to or arising from **terrorism**. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent.

19. Pollution or contamination

We do not cover any loss, damage, **injury**, liability, legal claim, costs or expenses caused by, arising from or relating to pollution. This exclusion does not apply to the clearing-up of pollution at **your** residence caused by any sudden, unforeseen and identifiable oil leakage from a domestic oil installation or loss to contents caused by oil, subject to all other terms, conditions and exclusions within this policy.

20. Renovations and repairs

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

21. Subsidence, heave or landslip

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

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

22. Structural movement

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

23. Temperature or dampness

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

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

24. Tenant's property

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

25. Terrorism

We do not cover any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of **terrorism**, or

anything connected with **terrorism**, whether or not such consequence has been contributed to by any other cause or event.

For the purposes of this clause only, **terrorism** is defined as any act or acts including, but not limited to:

a. the use or threat of force and/or violence; and/or

b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

caused or occasioned by any person(s) or group(s) of persons, in whole or in part, for political, religious,

ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

26. Transmittable Diseases

We do not cover any loss, damage, injury, legal claim, expenses or liability which is directly or indirectly caused by, contributed to or arising from any **disease**, virus or syndrome that can be spread from one person to another or from an animal to a person.

This exclusion does not apply to the cover provided under Part VI Annual Travel.

27. Unsuitable transportation and packing

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

28. War

We do not cover any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of a foreign enemy, hostilities or a war like operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

29. Watercraft

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

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

30. Wind or storm

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

Part IV – Collections

A. Basis of cover

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

B. Payment of a loss

1. Payment for specified items and unspecified items

a. Specified items

i. Total loss

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

ii. Partial loss

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

b. Unspecified items

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

2. Payment for a pair or set

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

a. repair or replace any part to restore the pair or set to its value before the loss;

b. be paid the difference between **market value** of the item(s) before and after the loss; or

c. be paid the sum insured if specified, or the **market value** if unspecified, of the entire pair or set when **you** surrender to **us** the undamaged item(s) of the pair or set.

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

3. How your excess applies

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

For certain categories an excess may apply. This will be shown on **your** schedule for each category to which it applies.

C. Additional covers

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

Your excess applies to these covers unless stated otherwise.

1. Defective title

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

- unforseen discovery that **you** are not the legal owner due to **defective title**; or
- **you** do not have good title to it, and **you** are legally required to return it to its rightful owner.

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

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

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

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

i. British Antique Dealers Association;

ii. London and Provincial Antique Dealers Association;

iii. Royal Institution of Chartered Surveyors Arts and Antiques Faculty;

iv. The Society of London Art Dealers;

v. Association of Regional Valuers and Auctioneers;

vi. Society of Fine Art Auctioneers; or

vii. any other vendor agreed by **us** in writing prior to the purchase.

2. Death of artist

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

3. Items on Loan

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

4. Newly acquired items

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

5. Market appreciation

a. Total loss

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

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

b. Partial loss

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

i. The full amount to restore the item to its condition immediately before the loss; or

ii. The amount of scheduled cover for that item.

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

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

6. Jewellery in the bank

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

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

7. Damage caused by domestic pets

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

D. Exclusions

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

1. Confiscation

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

2. Cyber

We do not cover any loss, damage, **injury**, liability, legal claim, costs or expenses caused by or arising from:

- the use of or inability to use any application, software or programme,
- any computer virus; or
- any computer related hoax relating to the above

This exclusion does not apply to the cover provided under Part X - Cyber.

3. Deliberate dishonesty, Illegal acts or misuse of funds or property

We do not cover any loss, damage, **injury**, liability, legal claim, costs or expenses:

caused by or arising from:

any dishonest act by **you**, or at **your** direction; or

any criminal act by **you** or at **your** direction

deliberately or recklessly caused by **you**, arising from **your** actions or arising from the actions of a person directed by **you**; or

caused by or arising from unauthorised taking or use of property by **you** or by a person directed by **you**.

For the purpose of this exclusion, the definition of **'you'** does not include domestic employees unless the domestic employee is directed by **you**.

4. Existing damage

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

5. Gradual operating causes or deterioration, breakdown, wear and tear

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

However, this exclusion does not apply to any resulting or subsequent covered loss unless another exclusion applies.

6. Loss by rodents, insects or vermin

We do not cover any loss or damage caused by rodents, insects or vermin (squirrels excepted). However, this exclusion does not apply to any resulting or subsequent covered loss unless another exclusion applies.

7. Jewellery in the safe

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

8. Mould

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

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

9. Pollution or contamination

We do not cover any loss, damage, **injury**, liability, legal claim, costs or expenses caused by, arising from or relating to pollution. This exclusion does not apply to the clearing-up of pollution at **your residence** caused by any sudden, unforeseen and identifiable oil leakage from a domestic oil installation or loss to contents caused by oil, subject to all other terms, conditions and exclusions within this **policy**.

10. Nuclear hazard, radioactive, chemical or biological contamination

We do not cover any loss, damage, **injury**, liability, legal claim, costs or expenses caused by or arising from or relating to:

the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;

ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

or radioactive, biological or chemical contamination due to or arising from **terrorism**.

This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent.

11. Repair and restoration

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

12. Stamps and coins

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

a. fading, creasing, handling, denting, scratching, tearing, thinning, colour transfer, aridity, dampness, or extreme temperature; or

b. handling or being worked on.

13. Terrorism

We do not cover any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of **terrorism**, or anything connected with **terrorism**, whether or not such consequence has been contributed to by any other cause or event.

For the purposes of this clause only, **terrorism** is defined as any act or acts including, but not limited to:

a. the use or threat of force and/or violence; and/or

b. harm or damage to life or to **property** (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

caused or occasioned by any person(s) or group(s) of persons, in whole or in part, for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

14. Transmittable Diseases

We do not cover any loss, damage, **injury**, legal claim, expenses or liability which is directly or indirectly caused by, contributed to or arising from any **disease**, virus or syndrome that can be spread from one person to another or from an animal to a person.

This exclusion does not apply to the cover provided under Part VI Annual Travel.

15. Unsuitable transportation and packing

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

16. Use

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

a. held or used for any trade, **business** or profession

b. caused during use other than as part of a **collection**

17. War

We do not cover any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of a foreign enemy, hostilities or a war like operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

Part V – Liability

A. Basis of cover

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

B. Payment of a loss

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

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

C. Defence cover

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

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

D. Additional covers

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

1. Credit cards, forgery, and counterfeiting

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

a. any amount **you** or a **family member** are legally obligated to pay resulting from:

   i. theft or loss of a bank card or credit card issued in **your** or a **family members** name; or

   ii. loss caused by forgery or alteration of any cheque or negotiable document.

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

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

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

2. Defective premises act liability

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

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

3. Employer's liability

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

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

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

4. Sponsorship cover

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

5. Golf exposures

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

This cover applies worldwide.

a. Third party damage

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

b. Personal accident

In the event that **you** or a **family member** suffers **bodily injury** whilst playing golf, which results in death, or **loss of limb(s)** or **loss of sight**, **we** will pay **you** or a **family member** £10,000. In the event of a death, this benefit will be paid to the estate. **We** will not pay more than £10,000

for any one **occurrence** and the death or **loss of limb(s)** or **loss of sight** must occur within twelve (12) months of the date of the **occurrence**.

c. Hole in one

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

6. Reversal of damages

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

a. accidental **bodily injury**; or

b. accidental loss or damage to property

Provided that:

i. the **damages** awarded were not in respect of an incident arising out of **your** profession, occupation or **business**;

ii. **you** would have been covered by this policy if **you** were in the position of the person **you** are claiming **damages** against; and

iii. there is no appeal in progress.

This cover only applies if the **damages** are awarded by a court in England, Wales, Scotland or Northern Ireland.

E. Exclusions

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

1. Aircraft

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

2. Business pursuits

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

However, this exclusion does not apply to:

a. voluntary work for an organised and registered charitable, religious or community group; or

b. **incidental business** activity.

3. Care, custody or control

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

4. Contractual liability

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

5. Cyber

We do not cover any loss, **damage**, **injury**, liability, legal claim, costs or expenses caused by or arising from:

- the use of or inability to use any application, software or programme,
- any computer virus; or
- any computer related hoax relating to the above.

This exclusion does not apply to the cover provided under Part X - Cyber.

6. Dangerous dogs

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

7. Directors' errors or omissions

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

8. Discrimination

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

9. Deliberate dishonesty, Illegal acts or misuse of funds or property

We do not cover any loss, **damage**, **injury**, liability, legal claim, costs or expenses:

caused by or arising from:

any dishonest act by **you**, or at **your** direction; or

any criminal act by **you** or at **your** direction

deliberately or recklessly caused by **you**, arising from **your** actions or arising from the actions of a person directed by **you**; or

caused by or arising from unauthorised taking or use of property by **you** or by a person directed by **you**.

For the purpose of this exclusion, the definition of '**you**' does not include domestic employees unless the domestic employee is directed by **you**.

10. Financial guarantee

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

11. Intentional acts

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

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

12. Insured person

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

13. Mould

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

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

14. Motorised land vehicles

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

a. golf buggies;

b. quad bikes under 51cc and motorbikes under 51cc used within the grounds of a location listed on the schedule;

c. garden equipment used for domestic purposes;

d. a motorised land vehicle laid up at **your residence**; or

e. a vehicle for use by a disabled person that does not require registration for the road; unless being used for or in connection with racing or time trials.

f. electrically assisted pedal cycles that are not legally required to pay Vehicle Excise Duty for road use.

15. Nuclear hazard, radioactive, chemical or biological contamination

We do not cover any loss, damage, **injury**, liability, legal claim, costs or expenses caused by or arising from or relating to:

the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;

ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or

radioactive, biological or chemical contamination due to or arising from **terrorism**. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent.

16. Pollution or contamination

We do not cover any loss, damage, **injury**, liability, legal claim, costs or expenses caused by, arising from or relating to pollution. This exclusion does not apply to the clearing-up of pollution at your **residence** caused by any sudden, unforeseen and identifiable oil leakage from a domestic oil installation or loss to contents caused by oil, subject to all other terms, conditions and exclusions within this **policy**.

17. Professional services

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

18. Terrorism

We do not cover any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result **of terrorism**, or anything connected with **terrorism**, whether or not such consequence has been contributed to by any other cause or event.

For the purposes of this clause only, **terrorism** is defined as any act or acts including, but not limited to:

a. the use or threat of force and/or violence; and/or

b. harm or damage to life or to **property** (or the threat of such harm or **damage**) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

caused or occasioned by any person(s) or group(s) of persons, in whole or in part, for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is

claimed to be caused or occasioned in whole or in part for such purposes.

19. Transmittable Diseases

We do not cover any loss, **damage**, **injury**, legal claim, expenses or liability which is directly or indirectly caused by, contributed to or arising from any **disease**, virus or syndrome that can be spread from one person to another or from an animal to a person.

This exclusion does not apply to the cover provided under Part VI Annual Travel.

20. Sexual molestation or corporal punishment

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

a. sexual molestation, misconduct or harassment;

b. corporal punishment; or

c. sexual, physical or mental abuse.

21. War

We do not cover any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of a foreign enemy, hostilities or a war like operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

22. Watercraft

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

23. Wind powered land vehicles

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

24. Wrongful termination

Personal injury arising out of wrongful termination of employment.

25. Liability in the United States of America and Canada

Your liability for accidents and events which happen in the United States of America or Canada if **you** have been in either of those countries for more than 90 days in total during the period of insurance.

Part VI – Annual travel

If **you** are travelling with pre-existing medical condition(s), **we** wish to notify **you** of a new government service. The Money & Pensions Service have launched a new directory of information specifically for travellers with medical conditions. This is to help customers to better understand how and where to get insurance cover and/or value for money if **you** are travelling with a medical condition(s).

For example, this might include how **you** can get cover for a condition that may be currently excluded on **your** policy or where **you** are paying an additional premium to cover **your** medical condition(s).

If **you** would like further information on the service, please visit the Money Helper website at **https://www.moneyhelper.org.uk/en/everyday-money/insurance/travel-insurance-directory** or telephone **0800 011 3797**

A. Special definitions

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

Consultant – a medical practitioner who either holds a substantive NHS consultant post or holds a current Certificate of Completion of Specialist Training (CC ST), or is on the Specialist Register held by the General Medical Council (GMC) and holds a specialist accreditation issued by the General Medical Council.

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

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

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

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

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

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

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

Quarantine - a restriction on movement or travel imposed by an official governmental body or health authority, in order to slow or prevent the spread of an epidemic or pandemic related communicable disease.

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

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

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

You, **your** – the person or persons named on the schedule and any **relative** who permanently resides with **you** at **your home**. Each individual must be under 76 years of age.

B. Basis of cover

1. Health conditions

We will not cover any claim where the following apply:

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

b. **you** have been hospitalised as an inpatient in the 12 months before **you** purchased this insurance or booked **your trip**, whichever is later, for a for a condition which is medically related to the one for which **you** are claiming;

c. **you** are travelling against the advice of a **doctor**;

d. **you** are travelling with the purpose of receiving medical treatment abroad;

e. **you** or any person on whom **your trip** depends on are undergoing or waiting for hospital investigation or treatment for any undiagnosed condition or set of symptoms; or

f. **you** or any person upon whom **your trip** depends have been given a terminal prognosis.

2. Country restrictions

Foreign, Commonwealth and Development Office (FCDO) – travel advice by country:

- before **you** book a **trip** and travel, **you** should check the FCDO website gov.uk/foreign-travel-advice. It is packed with essential travel advice and tips, plus up to date information about different countries

- **you** should be aware of any travel restrictions, entry requirements or advisory notices for the country you plan to visit
- this policy provides cover should a **trip** be booked and then needs to be cancelled or **you** need to return home early as a result of the FCDO advising against all travel or all but essential travel, or where British nationals are advised to return home.

No cover is provided for:

- any claim that happens as a result of **you**:
  - travelling against the advice of the FCDO
  - not complying with advice or measures which have been put in place by a government in the **United Kingdom** or overseas, for example quarantine rules or curfews
  - not having the correct travel documents or not meeting the entry requirements to a country they are travelling to or through
- any claim for cancellation if the restrictions or advice were in place or had been announced at the time **you** took out **your** policy or the **trip** was booked (whichever is later)
- any claim for coming home early if the advice or measures had been announced when **you** left the **United Kingdom**.

3. Residency restrictions

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

C. Payment of a loss

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

	Benefit per person	**Maximum sum insured**
1	Cancelling **your trip**	£10,000*
2	Cutting **your trip** short	£15,000*
3	Medical and other expenses	£10,000,000*
4	Missed departure	£1,000
5	Travel Delay	
	• delay over 4 hours	£75
	• delay between 12 and 24 hours	£125
	• delay in excess of 24 hours	£200
	• abandoning **your trip**	£20,000*
6	Delayed baggage	£300
7	Passport and travel documents	£1,000
8	Personal accident:	
	• **loss of limb**	£50,000
	• **loss of sight**	£50,000
	• permanent total disablement	£50,000
	• death benefit (aged 18 to 64)	£50,000
	• death benefit (aged under 18 or over 64)	£5,000
9	Legal expenses	£50,000*
10	Disaster	£1,000
11	Piste closure	£200
12	Avalanche cover	£200
13	Skis and ski equipment	£500
14	Ski hire	£750
15	Unused ski pack	£500
16	Golfers extension cover (outside **United Kingdom**)	
	Green fees	£500
	Golf equipment	£1,000
17	**Natural Catastrophe** cover	
	• cancellation	£10,000*
	• additional expenses if **you** are stranded at **your** point of departure in the **United Kingdom**	£100
	• additional costs to reach **your** destination	£200
	• additional expenses if **you** are stranded on an international connection – £150 per 24 hours of delay, up to	£750
	• additional expenses if **you** are stranded on **your** return journey **home** – £150 per 24 hours of delay, up to	£750
	• additional travel expenses to get **you home**	£2,000*
	• additional car parking costs – £50 per 24 hours of delay, up to	£250
	• additional kennel or cattery fees – £50 per 24 hours of delay, up to	£250

*All marked sections shall have an excess of £250 for each insured person and for each separate claim.

However, if several insured people are claiming for the same event, the total excess for that event will not be more than £500 in total.

1. Cancelling your trip

What **you** are covered for

We will pay up to £10,000 for:

a. travel and accommodation expenses which **you** have paid or have agreed to pay under a contract and which **you** cannot get back;

b. the cost of excursions, tours and activities which **you** have paid for and which **you** cannot get back; and

c. the cost of visas which **you** have paid for and which **you** cannot get back.

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

a. **you** dying, becoming seriously ill or being injured;

b. the death, serious illness or injury of a **relative**, a person **you** have booked to travel with or a **relative** or friend living abroad who **you** had planned to stay with. The incident giving rise to the claim must have been unexpected and not something **you** were aware of when **you** took out this insurance;

c. **you** being made redundant, as long as **you** had been working at **your** current place of employment for a minimum continuous period of two years, and that at the time of booking the **trip** or the date **you** purchased this insurance cover, whichever is earlier, **you** had no reason to believe that **you** would be made redundant. This cover would not apply if **you** are self-employed or accept voluntary redundancy;

d. **you** or a person who **you** have booked to travel with being called for jury service (and **your** request to postpone **your** service has been rejected) or attending court as a witness (but not as an expert witness);

e. an accident to the vehicle in which **you** were planning to travel which happens within seven days before the date **you** planned to depart which leaves the vehicle unusable (this only applies to self drive holidays);

f. if the police or relevant authority needs **you** to stay in the **United Kingdom** after a fire, storm, **flood**, burglary or vandalism to **your home** or place of **business** within seven days before **you** planned to leave on **your trip**;

g. if **you** are a member of the armed forces or police, fire, nursing or ambulance services which results in **you** having to stay in the **United Kingdom** due to an unforeseen emergency or if **you** are posted overseas unexpectedly;

h. if after the time **you** booked **your trip** the Foreign, Commonwealth and Development Office advises against all (but essential) travel to **your** intended destination or a government closes the border or **your** destination and this prevents **you** from travelling.

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

j. **your** travel or accommodation provider becomes insolvent

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

We will not pay for:

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

b. cancelling **your trip** because of a medical condition or an illness related to a medical condition which **you** knew about at the point of incepting or renewing the policy or at the time of booking the **trip**, whichever is later, and which could reasonably be expected to lead to a claim. This applies to **you**, a **relative** or a person who **you** are travelling with, and any person **you** were depending on for the **trip**;

c. cancelling **your trip** because of a medical condition or an illness for which **you** have sought the advice of a **consultant** or required inpatient hospital treatment, in the 12 months preceding either the booking of **your trip** of purchase of this insurance whichever is later.

d. any claim relating to a set of circumstances of which **you** were aware at the time you took out this insurance or the time **you** booked **your** trip, whichever is later, and which could reasonably be expected to lead to a claim, such as the serious illness of a relative;

e. **you** not wanting to travel;

f. any extra costs resulting from **you** not telling the holiday company as soon as **you** know **you** have to cancel **your trip**;

g. **you** being unable to travel due to **your** failure to obtain the passport or visa **you** need for the **trip**.

h. airport taxes shown in the cost of **your** flights;

i. costs which have been paid for on behalf of a person who has not taken out insurance cover with **us**; or

j. any claim that results from a strike or industrial action which was public knowledge at the time of booking **your trip**.

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

2. Cutting your trip short

What **you** are covered for

We will pay up to £15,000 for:

a. travel and accommodation expenses which **you** have paid or have agreed to pay under a contract and which **you** cannot get back;

b. the cost of excursions, tours and activities which **you** have paid for either before **you** left the **United Kingdom** or those paid for locally upon **your** arrival overseas and which **you** cannot get back; and

c. reasonable additional travel costs to return back to the **United Kingdom** if it is necessary and unavoidable for **you** to cut short **your trip**.

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

a. **you** dying, becoming seriously ill or being injured;

b. the death, serious illness or injury of a **relative**, a person **you** are travelling with or a **relative** or friend living abroad who **you** are staying with;

c. if the police or relevant authority need **you** to return **home** to the **United Kingdom** after a fire, storm, **flood**, burglary or vandalism to **your home** or place of **business**; or

d. if **you** are a member of the armed forces or police, fire, nursing or ambulance services which results in **you** having to return **home** to the **United Kingdom** due to an unforeseen emergency or if **you** are posted overseas unexpectedly.

e. if **you** are denied boarding because there are too many passengers and no alternative is available for more than 12 hours from the scheduled departure time;

f. any advice or instruction by the British Government (through its Foreign, Commonwealth and Development Office), the government of the country **you** are travelling in, to or through or the World Health Organisation to leave or consider leaving a country or one of its regions.

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

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

b. cutting short **your trip** because of a medical condition or an illness related to a medical condition which **you** knew about at the point of incepting or renewing the policy or at the time of booking the **trip**, whichever is later, and which could reasonably be expected to lead to a claim. This applies to **you**, a **relative** or a person with whom **you** are travelling with, and any person **you** were depending on for the **trip**;

c. cutting short **your trip** because of a medical condition or an illness for which **you** have sought the advice of a **consultant** or required inpatient hospital treatment, in the 12 months preceding either the booking of **your trip** of purchase of this insurance whichever is later;

d. any claim relating to a set of circumstances of which **you** were aware at the time you took out this insurance or the time **you** booked **your** trip, whichever is later, and which could reasonably be expected to lead to a claim, such as the serious illness of a relative;

e. any claims where the Medical Emergency Assistance Company has not been contacted and they have not authorised **your** early return back to the **United Kingdom**;

f. if **you** have to cut short **your trip** and **you** do not return to the **United Kingdom we** will only be liable for the equivalent costs which **you** would have incurred had **you** returned to the **United Kingdom**;

g. **you** being unable to continue with **your** travel due to **your** failure to obtain the passport or visa **you** need for the **trip**;

h. the cost of **your** intended return travel to the **United Kingdom** if **we** have paid additional travel costs for **you** to cut short **your trip**.

i. Cutting **your trip** short because of **you** not wanting to travel

Please note: **We** will calculate claims for cutting short **your trip** from the day **you** return to the **United Kingdom** or the day **you** go into hospital as an inpatient. **Your** claim will be based solely on the number of complete days **you** have not used. Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

3. Medical and other expenses

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

What **you** are covered for

We will pay up to £10,000,000 for the necessary and reasonable costs as a result of **you** becoming ill, being injured or dying during **your trip**. This includes:

a. emergency medical, surgical and hospital treatment and ambulance costs.

b. up to £1,000 for emergency dental treatment as long as it is for the immediate relief of pain only.

c. the cost of **your** return to the **United Kingdom** earlier than planned if this is medically necessary and the Medical Emergency Assistance Company approve this.

d. if **you** cannot return to the **United Kingdom** as **you** originally planned and the Medical Emergency Assistance Company approve this, **we** will pay for:

   i. extra accommodation (room only) and travel expenses (economy class unless a higher grade of travel is confirmed as medically necessary and authorised by the Medical Emergency Assistance Company or if a higher grade of travel was pre booked for **your** entire **trip**) to allow **you** to return to the **United Kingdom**; and

   ii. extra accommodation (room only) for someone to stay with **you** and travel **home** with **you** if this is necessary due to medical advice; or

   iii. reasonable expenses for one **relative** or friend to travel from the **United Kingdom** to stay with **you** (room only) and travel **home** with **you** if this is necessary due to medical advice.

e. up to £10,000 for the cost of returning **your** body or ashes to the **United Kingdom** or for the cost of the funeral and burial expenses in the country in which **you** die if this is outside the **United Kingdom**.

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

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

Section C, 3 of this policy Medical and other expenses shall be extended to cover emergency medical, repatriation and associated expenses in accordance with the full terms, conditions, and restrictions outlined within section C, 3, where the **insured person** is hospitalised in or treated at a public medical facility during an insured **trip** to the Channel Islands.

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

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

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

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

b. any medical treatment that **you** receive because of a medical condition or an illness related to a medical condition which **you** knew about and which could reasonably be expected to lead to a claim;

c. any medical treatment that **you** receive because of a medical condition or an illness for which **you** have sought the advice of a **consultant** or required inpatient hospital treatment, in the 12 months preceding either the booking of **your trip** or purchase of this insurance whichever is later;

d. any treatment or surgery which in the opinion of the Medical Emergency Assistance Company is not immediately necessary and can wait until **you** return to the **United Kingdom**. The decision of the Medical Emergency Assistance Company is final;

e. the extra cost of a single or private hospital room unless this is medically necessary;

f. any search and rescue costs (costs charged to **you** by a government, regulated authority or private organisation connected with finding and rescuing an individual. This does not include medical evacuation costs by the most appropriate transport);

g. any costs for the following:

   i. telephone calls (other than the first call to the Medical Emergency Assistance Company to notify them of the medical problem);

   ii. taxi fares (unless a taxi is being used in place of an ambulance to take **you** to or from a hospital); and

   iii. food and drink expenses (unless these form part of **your** hospital costs if **you** are kept as an inpatient).

h. any medical treatment and associated costs **you** have to pay when **you** have refused to come back to the **United Kingdom** and the Medical Emergency Assistance Company considered **you** were fit to return **home**;

i. any treatment or medication of any kind that **you** receive after **you** return to the **United Kingdom**.

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

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

4. Missed departure

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

What **you** are covered for

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

a. public transport (excluding flights) services fail due to poor weather conditions, a strike, industrial action or mechanical breakdown; or

b. the vehicle in which **you** are travelling is directly involved in an accident or suffers a mechanical breakdown (this would not include **your** vehicle running out of fuel, oil or water or suffering a flat tyre, puncture or flat battery).

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

a. any claims where **you** have not allowed enough time to reach **your** final booked international departure point at or before the recommended time.

b. any claims where **you** have not obtained written confirmation from the appropriate transport company or authority stating the reason for the delay and how long the delay lasted;

c. any claims relating to **your** own vehicle suffering a mechanical breakdown if **you** are unable to provide evidence that the vehicle was properly serviced and maintained and that any recovery or repair was made by a recognised breakdown organisation; or

d. any claims arising due to a **natural catastrophe** or volcanic ash carried by the wind (please see section 17 for details of the cover provided in the event of a **natural catastrophe**).

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

5. Travel delay and abandoning your trip

What **you** are covered for

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

a. Travel delay

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

i. delay over 4 hours £75;

ii. delay between 12 and 24 hours £125;

iii. delay in excess of 24 hours £200.

b. Abandonment

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

Special conditions which apply to section C, 5

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

a. **you** must have checked in for **your trip** at or before the recommended time; and

b. **you** get a written statement from the appropriate transport company or authority confirming the reason for the delay and how long it lasted.

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

a. the first £250 of each claim under section 5b (Abandonment), per **insured person**;

b. any claim that results from a strike or industrial action which was public knowledge at the time of booking **your trip**;

c. any claim arising due to a **natural catastrophe** or volcanic ash carried by the wind (please see section C, 17 for details of the cover provided in the event of a **natural catastrophe**).

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

6. Delayed baggage

What **you** are covered for

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

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

If **your** belongings are delayed or held by any customs or other officials legally taking **your** belongings. Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

7. Passports and travel documents

What **you** are covered for

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

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

a. any theft which **you** do not report to the police, where practically possible, within 24 hours of discovering it and for which **you** do not get a written report;

b. documents **you** leave unattended in a public place;

c. loss of passport if **you** do not report the loss to the consular representative of **your** country of nationality within 24 hours of discovery and obtain a report confirming the date of loss and the date on which a replacement passport was obtained;

d. Loss or theft from unattended **motor** vehicles, trailers or caravans.

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

8. Personal accident

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

What **you** are covered for

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

a. **loss of limb**;

b. **loss of sight** in one or both eyes;

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

d. accidental death.

We will not be liable to pay the amounts stated if **you** are making a claim under Part VII – Personal emergency, B. Basis of Cover – Accidental injury.

9. Legal expenses

What **you** are covered for

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

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

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

b. any claim where **we** or **our** legal representatives believe that an action is not likely to be successful or if **we** believe that the costs of taking action will be greater than any award;

c. the costs of making any claim against **us**, **our** agents or representatives or any person with whom **you** have travelled or arranged to travel;

d. any costs or expenses which are based directly or indirectly on the amount of any award;

e. the costs of following up a claim for **bodily injury**, loss or damage caused by or in connection with **your** trade, profession or **business**.

f. any claims arising out of **you** possessing, using or living on any land or in any buildings;

g. any claims arising out of **you** owning, possessing, or using motorised/mechanically-propelled vehicles, water craft or **aircraft** of any description, animals, firearms, explosive devices or weapons;

h. any claims arising out of **your** criminal, malicious or deliberate acts.

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

10. Disaster

What **you** are covered for

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

Special conditions which apply to section C, 10

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

a. **you** must give **us** a written statement from an appropriate public authority confirming the reason and nature of the disaster and how long it lasted;

b. any event that results in a claim under this section was not known about before **you** left from **your** international departure point; and

c. **you** must give **us** evidence of all the extra costs **you** had to pay.

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

a. any expenses that **you** can get back from any tour operator, airline, hotel or other provider of services; or

b. any claim resulting from **you** travelling against the advice of the appropriate national or local authority. Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

11. Piste closure

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

What **you** are covered for

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

a. the cost of transport to the nearest resort up to £20 for each full 24-hour period; or

b. up to £20 for each full 12-hour period if **you** are unable to ski and there is no other ski resort available.

Special condition which applies to section C, 11

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

12. Avalanche cover

What **you** are covered for

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

Special condition which applies to section C, 12

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

13. Skis and ski equipment

What **you** are covered for

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

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

a. articles lost or stolen from an unattended **motor** vehicle, trailer or caravan; or

b. ski equipment **you** leave unattended in a public place unless the claim relates to skis, poles, or snowboards that **you** have left in a ski rack.

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

14. Ski hire

What **you** are covered for

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

a. the skis that **you** own are lost or delayed during **your trip** for over 12 hours; or

b. the skis that **you** own are lost, stolen or damaged during the course of **your trip**.

Special condition which applies to section C, 14

It is a condition of the cover provided under this section that **we** take any payment made under this section from any claim under Section 13 (Skis and ski equipment) of this insurance.

What **you** are not covered for under section 14

a. any claim involving damage to **your** skis where **you** do not bring them back to the **United Kingdom** so **we** can inspect them;

b. any theft which **you** do not report to the police, where practically possible, within 24 hours of discovering it and get a written report;

c. any theft, delay, loss of or damage to ski equipment while it is transported unless **you** report this, at the time, to the carrier and get a property irregularity report from them.

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

15. Unused ski pack

What **you** are covered for

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

16. Golfing equipment

What **you** are covered for

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

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

a. the golfing equipment that **you** own is lost or delayed during **your trip** for over 12 hours; or

b. he golfing equipment that **you** own or hired is lost or damaged during the course of **your trip**.

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

a. any theft which **you** do not report to the police, where practically possible, within 24 hours of discovering it and get a written report;

b. any theft, delay, loss of or damage to golf equipment while it is transported unless **you** report this, at the time, to the carrier and get a property irregularity report from them.

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

17. Natural catastrophe cover

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

17.1 – Cancellation What you are covered for

We will pay up to £10,000 for:

a. travel and accommodation expenses which **you** have paid or have agreed to pay under a contract;

b. the cost of excursions, tours and activities which **you** have paid; and

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

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

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

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

17.2 – Additional expenses if you are stranded at the point of departure in the United Kingdom

If **you** have checked in prior to departure on the outward part of **your trip** and **your** departure is delayed by more

than 24 hours due to a **natural catastrophe**, **we** will pay up to £100 for reasonable additional and unexpected:

a. accommodation;

b. cost of making alternative travel arrangements to return **home** or to reach **your** final point of international departure if **you** are on a connecting flight within the **United Kingdom**;

c. food and drink; and

d. necessary emergency purchases that **you** may incur for the first 24 hours **you** are stranded, waiting to depart.

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

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

17.3 - Additional costs to reach your destination if you decide to go on your trip.

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

17.4- Additional expenses if you are stranded on an international connection

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

a. accommodation;

b. cost of travel to an alternative point of departure or to alternative accommodation;

c. cost of travel from **your** accommodation to **your** point of intended departure;

d. food and drink; and

e. necessary emergency purchases

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

17.5 - Additional expenses if you are stranded on your return journey home

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

a. accommodation;

b. cost of travel to an alternative point of departure or to alternative accommodation;

c. cost of travel from **your** accommodation to **your** point of intended departure;

d. food and drink; and

e. necessary emergency purchases that **you** may incur for up to five days whilst **you** are stranded, waiting to return **home**.

17.6 - Additional travel expenses to get you home

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

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

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

17.7 - Additional car parking costs

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

17.8 - Additional kennel or cattery fees

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

Special conditions which apply to sections C, 17.1 to 17.8

1. **we** will only pay costs which are not refundable from any other source.

2. this insurance does not cover any expenses met by the airline under EC Regulation No. 261/2004, the Civil Aviation (Denied Boarding, Compensation and Assistance) Regulations 2005 and the Air Passenger Rights and Air Travel Organisers' Licencing (Amendment) (EU Exit) Regulations 2019. See section G for a brief description of **your** rights under the Regulations.

3. all additional expenses must be reasonable and necessary and incurred as a direct result of a **natural catastrophe**. For example, if **you** live near **your** departure point, **we** may deem additional accommodation unnecessary and unreasonable if **you** could easily return **home**.

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

Please also refer to the exclusions, as listed under Part VI – Annual Travel, Claims

Annual Travel Claims

Evidence required for sections C, 17.1 to 17.8 may include:

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

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

D. Additional covers

1. Sports and activities

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

Cover is available for the activities listed provided that:

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

Angling	Amateur athletics
Archery	Badminton
Banana boating	Baseball
Basketball	Biathlon
Boardsailing	Bowling
Bowls	Bungee jumping (maximum 3 jumps any one **trip**)
Camel riding (supervised)	Canoeing (river – not white water)
Catamaran sailing	Clay pigeon shooting
Cricket	Cross country running
Curling	Cycling
Deep sea fishing	Dinghy sailing
Dog sledding	Dry slope skiing
Elephant trekking (supervised)	Fell walking
Fishing	Go karting
Golf	Gymnastics
Handball	Hiking up to 4,000 metres altitude
Horse riding (not racing)	Hot air ballooning (organised pleasure rides only)
Jet skiing	Kayaking (up to grade 4 rivers only)
Netball	Orienteering
Paintballing (wearing eye protection)	Parachute jumping (tandem)
Parascending (supervised, over water)	Pony trekking
Racket ball	Rackets
Rambling up to 4000 metres altitude	Rifle shooting
Ringos	Roller skating/blading (wearing pads and helmet)
Rounders	Rowing
Running (not marathon running)	Safari trekking in a vehicle (must be organised by a bonafide tour operator)
Safari trekking on foot (must be organised tour)	Sail boarding
Sailing/yachting (within sight of land)	Scuba diving (up to 30 metres depth if qualified or with an instructor)
Sea kayaking	Shooting
Skateboarding	Snorkelling
Softball	Squash
Surfing	Swimming

Table tennis	Tennis
Ten pin bowling	Trampolining
Trekking up to 4,000 metres altitude	Volleyball
Wake boarding	Walking up to 4,000 metres altitude
Water polo	Water skiing
White water canoeing	White water rafting
Windsurfing	Yoga
Zorbing	

2. Winter sports

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

Cover is available for Winter Sports listed provided that:

a. **you** follow the safety guidelines for the activity concerned and where applicable **you** use the appropriate and recommended safety equipment;

b. the activity is not part of a competition or tournament (or where **you** may be in training for a competition or tournament); and

c. the activity is not on a professional basis.

E. Exclusions

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

1. Medical conditions

Any claim where the following apply:

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

b. **you** have been hospitalised as an inpatient in the 12 months before **you** purchased this insurance or booked **your trip**, whichever is later, for a for a condition which is medically related to the one for which **you** are claiming;

c. **you** are travelling against the advice of a medical practitioner;

d. **you** are travelling with the purpose of receiving medical treatment abroad;

e. **you** or any person on whom **your trip** depends on are receiving or waiting for hospital investigation or treatment for any undiagnosed condition or set of symptoms;

f. **you** or any person on whom **your trip** depends having been given a terminal prognosis.

2. Travel restrictions and quarantine on your return

Any claim if **you** travel against the advice of the FCDO

- Any claim where **you** do not comply with advice or measures which have been put in place by a government in the **United Kingdom** or overseas, for example **quarantine** rules or curfews
- Any claim where **you** do not have the correct travel documents or do not meet the entry requirements to a country **you** are travelling to or through
- Any claim as a result of **you** having to **quarantine** on return to the **United Kingdom**
- Any claim in relation to any event, incident or circumstances if, at the time **you** took out **your** policy or the **trip** was booked (whichever is later), **you** knew that, or could reasonably be expected to have known that;
- the event or incident had already occurred or was going to occur; or
- the circumstances existed, or were going to exist, and that the event, incident or circumstances could reasonably be expected to affect **your** travel plans

3. War

We do not cover any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: **war**, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

4. Consequential loss

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

5. Insolvency

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

6. Territorial limits

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

7. Terrorism

We do not cover any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of **terrorism**, or anything connected with **terrorism**, whether or not such consequence has been contributed to by any other cause or event.

For the purposes of this clause only, **terrorism** is defined as any act or acts including, but not limited to:

a. the use or threat of force and/or violence; and/or

b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means; caused or occasioned by

any person(s) or group(s) of persons, in whole or in part, for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

8. Deliberate dishonesty, Illegal acts or misuse of funds or property

We do not cover any loss, damage, **injury**, liability, legal claim, costs or expenses:

caused by or arising from:

any dishonest act by **you**, or at **your** direction; or

any criminal act by **you** or at **your** direction

deliberately or recklessly caused by **you**, arising from **your** actions or arising from the actions of a person directed by **you**; or

caused by or arising from unauthorised taking or use of property by **you** or by a person directed by **you**.

For the purpose of this exclusion, the definition of **'you'** does not include domestic employees unless the domestic employee is directed by **you**.

9. Hazardous activities

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

10. Deliberate acts

Any claim arising from;

a. **your** suicide or attempted suicide; or

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

11. Alcohol or drugs

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

12. Normal living costs

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

13. Inoculations and vaccinations

Any claim arising as a result of **you** failing to get the appropriate vaccines, inoculations or medications recommended by **your GP** or by the NHS before **your trip**

14. Medical advice

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

15. Business journeys

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

16. Nuclear hazard, radioactive, chemical or biological contamination

Claims directly or indirectly caused by: ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of an assembly; or pressure waves caused by an **aircraft** and other aerial devices travelling at sonic or supersonic speeds.

F. Conditions

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

1. Disclosure

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

2. Claims notification

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

3. Duty of care

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

4. Documentation

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

5. Medical or post mortem examinations

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

6. Recovery

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

7. Personal accident

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

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

b. if an **insured person** is 17 years of age or under any sums payable will be made to a **parent** of the deceased **insured person**.

G. Travel delays - EC regulations

This policy is not designed to cover costs which are met under the EC Regulation No. 261/2004, the Civil Aviation (Denied Boarding, Compensation and Assistance) Regulations 2005 and the Air Passenger Rights and Air Travel Organisers' Licencing (Amendment) (EU Exit) Regulations 2019 (together the Regulations).

Under these Regulations if **you** have a confirmed reservation on a flight, and that flight is delayed by between 2 and 4 hours (length of time depends on the length of **your** flight) the airline must offer **you** meals, refreshments and hotel accommodation. If the delay is more than 5 hours, the airline must offer to refund **your** ticket.

The Regulations should apply to all flights, whether budget, chartered or scheduled, originating either

i. in the **United Kingdom** or European Union (EU) regardless of the airline,

ii. outside of the **United Kingdom** which arrive in the **United Kingdom** where the airline is registered as an EU or **United Kingdom** carrier; or

iii. outside of the **United Kingdom** which arrive in the EU where the airline is registered as a **United Kingdom** carrier or an EU carrier.

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

If **you** would like to know more about **your** rights under these Regulations, additional useful information can be found on the Civil Aviation Authority website (**www.caa.co.uk**).

Part VII - Personal emergency

We cover you when **you** need **us** in an emergency

A. Special definitions in part VII

(in addition to the policy definitions)

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

Accident - a sudden, unexpected, unforeseen incident which occurs at an identifiable time and place and during the period of insurance.

Amount insured - the most **we** will pay (as stated in the schedule) unless this **policy** wording states that a different amount may be paid.

Buildings - **your** home and other permanent structures owned by **you** and includes utility pipes, cables, domestic underground and over-ground tanks supplying or serving the **buildings** and within the grounds of the residence.

Chauffeur - a person paid by **you** to drive **your** motor vehicle(s).

Close relation - **your** spouse, partner, legal guardian, father, mother, child (including adopted child, step child, and foster child), sibling, aunt, uncle, niece, nephew, grandparent or grandchild.

Damage - actual physical **damage** to, or destruction of, or the loss of use of tangible property.

Dangerous activities - the following activities in which participation is known to carry an increased risk of **injury**:

- scuba diving to depths of more than 30.metres;
- hang-gliding or para-gliding;
- parachuting, unless tandem parachuting;
- parascending other than over water;
- mountaineering or rock climbing normally requiring the use of guides or ropes;
- pot-holing or caving;
- racing of any kind other than on foot or swimming;
- more than 3 bungee jumps in any one 28-day period;
- micro-lighting;
- off-piste skiing unless with a qualified guide; and
- participation in the Cresta Run.

Excess - the amount for which **you** are responsible as the first part of loss arising from each occurrence for which **we** agree a claim as stated in the schedule.

Injury - identifiable physical bodily harm, caused solely by accidental means and not resulting from sickness or disease or intentional self-harm.

Loss of speech - the total and permanent loss of the ability to speak audibly and intelligibly.

Medical expenses – expenses incurred for medical and/or dental treatment administered or prescribed by a **medical practitioner**, professional nursing services, physiotherapy, hospital and nursing home charges and ambulance charges:

- in respect of Personal emergency – Emergency events; or
- outside the United Kingdom, in respect of Annual travel.

They do not include:

- costs incurred more than 12 months after the occurrence of an emergency event in respect of Personal emergency – Emergency events.

Medical practitioner - a doctor or specialist who is registered or licensed to practise medicine under the laws of the country in which they practise but does not include **you** or a member of **your** family.

Policy - this **policy** wording and the schedule and any endorsements.

This section:

- applies automatically; and
- is subject to the General conditions

the General exclusions the exclusions which apply to this section and the applicable limits, but is not subject to an **excess**.

B. Basis of Cover

Accidental injury

We will pay the amount stated in the benefits table to **you** (or **your** estate if **you** die) if, during the period of insurance, **you** sustain **injury** following an **accident** which within 2 years is the sole and independent cause of death or a disablement set out in the benefits table.

Death or **injury** suffered as the sole and independent cause of exposure to the elements shall be classed as injury following an **accident**, and the corresponding benefit under this subsection will be paid, subject to all other applicable terms, conditions and exclusions.

The benefits table below shows which injuries are covered, and the amounts for which you are insured.

	Amount insured
Death For anyone under 16 years old at the time of the **accident**, death cover is limited to £25,000	£50,000
Loss of limb	£25,000
Loss of sight	£25,000
Loss of speech	£25,000
Loss of hearing	£25,000

We will only pay for **injuries** which are the direct result of an accident.

If **you** disappear during the period of insurance, and after a suitable period of time are believed to have died from **injuries** following an **accident**, **we** will pay death benefits provided that **your** next of kin sign an undertaking to the effect that if this turns out not to be true, they will refund the benefits.

We will not be liable to pay the amounts stated if you are making a claim under Part VI – Annual Travel, 8. Personal accident

Emergency events

We will pay for **your** expenses which are incurred by **you** as the sole and direct result of an emergency event listed, as long as the emergency event occurs during the period of insurance.

The expenses **you** can claim, and the amounts insured, are given in the expenses table.

Multiple events

Where multiple emergency events occur at the same time, **we** will pay those expenses applicable to the emergency event which provides the highest level of cover, but **we** will not pay under more than one emergency event.

Expense	Emergency events	Amount insured
Medical expenses	Aggravated assault Aggravated breaking and entering Air rage Car jacking Road rage Stalking	£15,000 for each individual Up to a maximum of £30,000 for each emergency event
Psychiatric treatments prescribed by a medical practitioner within 12 months of the emergency event	Aggravated assault Aggravated breaking and entering Air rage Car jacking Road rage Stalking	£15,000 for each individual Up to a maximum of £30,000 for each emergency event
Salary lost during the immediate 60 day period from the emergency event	Aggravated assault Aggravated breaking and entering Car jacking Stalking	£15,000 for each individual Up to a maximum of £30,000 for each emergency event
Permanent relocation expenses for moving permanently away from the residence where the emergency event took place	Aggravated breaking and entering Stalking	£15,000 for each emergency event
Personal security expenses to cover the cost of improving security at the residence where the emergency event took place	Aggravated breaking and entering Stalking	£15,000 for each emergency event
Residential security expenses to cover the cost of improving security at the residence where the emergency event took place	Aggravated breaking and entering Stalking	£15,000 for each emergency event
Temporary relocation expenses to temporarily move away from the residence where the emergency event took place	Aggravated breaking and entering Stalking	£15,000 for each emergency event
Travel and accommodation expenses for a family member to stay near the medical facility where someone is receiving medical treatment under this Emergency events section.	Air rage Car jacking Road rage	£10,000 for each individual Up to a maximum of £20,000 for each emergency event

Emergency events

Emergency events for which **we** provide cover are defined below.

1. Aggravated assault

Aggravated assault is where an individual or group of individuals use violence or the threat of violence to unlawfully take **your** possessions while **you** are away from **your** residence.

2. Aggravated breaking and entering

Aggravated breaking and entering is where an individual or group of individuals enter **your buildings** or temporary residence unlawfully and use violence or the threat of violence against **you** or a visitor. **Your** visitors are also covered for aggravated breaking and entering.

3. Air rage

Air rage is where **you** are travelling as a passenger on a commercial aircraft and are subjected to an unprovoked violent, physical assault.

4. Car jacking

Car jacking is where **you** are travelling in a motor vehicle and an individual or group of individuals use violence or the threat of violence to unlawfully take (or attempt to take) the motor vehicle or the property inside it. Anyone travelling in the motor vehicle at the same time as **you** is also covered for car jacking.

5. Road rage

Road rage is where **you** and/or **your chauffeur** are subjected to a sudden unprovoked and violent physical attack while **you** and/or **your chauffeur** are travelling in a motor vehicle. **Your chauffeur** is also covered for road rage.

6. Stalking

Stalking is where someone commits a series of acts during the period of insurance which are intended to cause **damage** to **your** property, or to harass, injure or harm **you**. **We** will only pay permanent relocation expenses and/or residential security expenses when incurred as the direct result of an Aggravated breaking and entering or Stalking which occurs during the period of insurance.

C. Exclusions

Accidental injury

1. Active service

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, **your** participation in active service in any armed forces of any nation.

2. Dangerous activities

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, **your** participation in **dangerous activities**.

3. Degenerative processes

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, naturally occurring conditions or degenerative processes.

4. Events not attributable to a single accident

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, a series of events which cannot be wholly attributed to a single **accident**.

5. Flying and other aerial activities

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, **your** participation in flying or other aerial activities, except if **you** are a passenger.

6. Illness or disease

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, illness or disease which is not the result of an **injury** following an **accident**.

7. Influence of drugs

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, the taking or using of drugs or controlled substances, unless they are prescribed by a **medical practitioner** and taken according to their instructions.

8. Participation in sports

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, **your** participation in professional or semi-professional sport.

9. Psychological conditions

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, post-traumatic stress disorder or any psychological or psychiatric condition which does not result from an **accident**.

10. Suicide and self-inflicted injury

We do not cover any benefit in respect of death or **injury** resulting from **your** suicide, attempted suicide or self-inflicted injury.

11. Travelling against Foreign, Commonwealth and Development Office advice

We will not cover:

- Any claims arising from any journey if **you** travel against the advice of the FCDO or any government, or where **you** do not follow any advice or measures put in place by any government or local authority in the **United Kingdom** or abroad, for example quarantine rules or curfews
- Any claim if the advice or measures were in place or had been announced at the time **you** took this policy out or booked **your** journey (whichever is later).

12. Unnecessary danger

We will not pay any benefit which is directly or indirectly caused by **you** putting yourself in unnecessary **danger**, unless **you** are trying to save human life.

Emergency events

1. Events caused by you or your close relations

We will not cover any expenses when the emergency event is directly or indirectly caused by:

- **you;**
- a **close relation;**
- a former **close relation** (including estranged and former spouses); or
- anyone with whom **you** have engaged in a personal relationship.

2. Events caused by individuals known to you

We will not cover any expenses under Air rage or Road rage when the emergency event is directly or indirectly caused by someone known to **you** or **your chauffeur**.

3. Events caused by people who are not the subject of an injunction or court order.

We will not cover any expenses under Stalking when the emergency event is directly or indirectly caused by someone who is not the subject of an injunction or court order issued to protect an individual

4. People acting on your behalf

We will not cover any expenses in respect of Aggravated assault, Aggravated breaking and entering, Car jacking or Stalking when the emergency event is directly or indirectly caused by anyone acting on **your** behalf.

5. Permanent relocation after 6 months

We will not cover **your** permanent relocation expenses if **you** move more than 6 months after an Aggravated breaking and entering, or if **your residence** was for sale when the Aggravated breaking and entering took place.

6. Events involving fee paying passengers

We will not cover expenses under Road rage where **you** own the motor vehicle and are using it to transport people or **property** for a fee at the time of the emergency event.

7. Travelling against Foreign, commonwealth and Development Office advice

We will not cover:

Any claims arising from any journey if **you** travel against the advice of the FCDO or any government, or

where **you** do not follow any advice or measures put in place by any government or local authority in the United Kingdom or abroad, for example quarantine rules or curfews

- Any claim if the advice or measures were in place or had been announced at the time **you** purchased **your policy** or booked **your** journey (whichever is later).

Part VIII - Home breakdown and emergency solutions

This section of the policy covers a number of home emergencies.

A. Special definitions in part VIII

(in addition to the policy definitions)

The definitions below apply only to Part VIII – Home breakdown and emergency solutions, and where the same words are defined elsewhere in this policy, these special definitions apply.

Contractor - the contractor or tradesperson chosen by **us** to respond to a sudden unexpected event which clearly requires immediate action in order to:

- prevent damage or avoid further damage to **your** residence;
- render **your** residence safe or secure;
- restore the main services to **your** residence; or
- alleviate any health risk to **you**.

Damage - actual physical damage to, or destruction of, or the loss of use of tangible property.

Emergency costs:

- a **contractor**'s labour costs, parts and materials; or
- alternative accommodation costs incurred under Home breakdown and emergency solutions – Alternative accommodation costs.

Injury - identifiable physical bodily harm, caused solely by accidental means and not resulting from sickness or disease or intentional self-harm.

Policy - this policy wording and the **schedule** and any endorsements.

Schedule - the document entitled **your** policy schedule that relates to and forms part of this policy.

Subsidence - the downward movement of the ground beneath the home where the movement is unconnected with the weight of the home.

It includes:

- heave – the upward movement of the ground beneath the home as a result of the soil expanding; and
- landslip – the downward movement of sloping ground.

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

This section applies only to **your residences** in the **United Kingdom** and listed in the **schedule** under **buildings** and/or **contents**. It is subject to the General conditions, the exclusions which apply to this section and any specific exclusions.

Cover is subject to the limits given.

B. Basis of cover

We will arrange for a **contractor** to assist **you** in the event of a **home** breakdown or emergency listed in this section.

We will pay breakdown or **emergency costs** up to £1,500 for all claims reported during the **period of insurance**.

We will cover **you** for a **home** breakdown or emergency that arises from the following breakdown and emergency events:

1. Alternative accommodation costs

If a **home** emergency makes **your residence** unsafe, insecure or uncomfortable to stay in overnight, **we** will cover **your** overnight accommodation costs elsewhere, including travel costs.

2. Domestic power supply

The failure of **your residence's** domestic electricity or gas supply, whether or not it was caused **accidentally**.

3. Fallen tree

The removal of a fallen tree, or large branch that has fallen from a tree on **your** land, that blocks access to the main entrance of your **residence.**

4. Home security

Damage to external doors, windows or locks which compromises the security of **your** residence, whether or not the damage was **accidental**.

5. Main heating system

The complete breakdown of **your** main heating system (including the central heating boiler, all radiators, hot water pipes and water storage tanks). Where the central heating boiler is found to be beyond economic repair, **we** will pay a contribution of up to £250 towards the cost of a replacement boiler.

Your central heating boiler will be considered beyond economic repair when the estimated cost of contractor's labour and replacement parts required to permanently repair it exceed its depreciation value which is calculated according to its age.

6. Plumbing and drainage

Sudden damage or blockage or flooding to **your** drains or plumbing system, including water storage tanks, taps and pipe-work located within **your residence,** which results in a **home** emergency.

7. Toilet unit

Breakage to a toilet bowl or cistern, or its mechanical failure, which means **you** cannot use it.

8. Vermin infestation

An infestation of rats or mice, or wasps' or hornets' nests which cause damage inside **your residence** or pose a health risk.

C. Exclusions

1. Blocked and frozen pipes

We do not cover supply or waste pipes to **your residence** which have become blocked or frozen due to freezing weather conditions.

2. Emergency costs if you are out

We will not pay emergency costs if there is no one at **your** residence when the **contractor** arrives.

3. Emergency costs without our consent

We will not pay any emergency costs incurred without **our** consent.

4. Events before the period of insurance

We do not **cover** anything that happened before the period of insurance, or that existed at the start of the period of insurance and which **you** believed or ought reasonably to have believed could give rise to a claim under this section.

5. Installation and/or design fault

We do not cover the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions. **We** do not cover failures of equipment or facilities caused by design faults which make them unfit for use.

6. Interruption in services

We do not cover the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.

7. Large capacity heating systems

We do not cover solar heating systems or a central heating boiler in **your residence** with an output of over 60kW.

8. Let properties

We do not cover domestic emergencies in **properties** that **you rent** or **let** either as a tenant or as landlord.

9. Manufacturer's warranty

We do not cover goods or materials covered by a manufacturer's, supplier's or installer's warranty.

10. Negligent acts or omissions

We do not cover any wilful or negligent acts or omissions or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions.

11. Permanent repairs

Once the emergency situation has been resolved, **we** do not cover the cost of making permanent repairs, including redecoration or making good the fabric of **your residence**. This includes work arising from the damage caused:

- in the course of the repair;
- in the course of investigating the cause of the emergency; or
- in gaining access to **your residence**.

12. Sonic and supersonic pressure waves

We do not cover any claim arising from or relating to pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed.

13. Subsidence

We do not cover subsidence.

Part IX- Legal solutions

A. Special definitions in part IX

(in addition to the policy definitions)

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

Appointed adviser - means:

- The solicitor, accountant, or other advisor (who is not a mediator), appointed by us to act on your behalf;
- mediator appointed by us to provide impartial dispute resolution in relation to a claim accepted by us.

Buildings - means **your** home and other permanent structures owned by you and includes utility pipes, cables, domestic underground and over-ground tanks supplying or serving the buildings and within the grounds of the residence.

Close relation - **your** spouse, partner, legal guardian, father, mother, child (including adopted child, step child, and foster child), sibling, aunt, uncle, niece, nephew, grandparent or grandchild.

Damage - actual physical damage to, or destruction of, or the loss of use of tangible property.

Legal costs:

- **legal costs** and disbursements reasonably incurred by the **appointed adviser** on the standard basis and agreed in advance by **us**. The term 'standard basis' can be found within the courts' Civil Procedure Rules Part 44;
- in civil claims, the other side's costs, fees and disbursements where you have been ordered to pay these or **you** pay these with **our** agreement;
- accountancy fees reasonably incurred by the **appointed adviser** and agreed by **us** in advance; under legal solutions – Tax
- **your** basic wages or salary under legal solutions – Loss of earnings;
- the reasonable professional fees and expenses of the **appointed adviser** to reduce the actual adverse or negative publicity or media attention directed towards **you** under legal solutions – Crisis communication; and
- accommodation and/or storage costs for legal solutions – Accommodation and storage costs.

Let property - the residential property which **you** own and is located in the **United Kingdom** and which **you** let or intend to let under a tenancy agreement.

Policy - this policy wording and the schedule and any endorsements.

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

B. Basis of cover

We will pay **your legal costs** up to £250,000 for claims that are related in time or by originating cause (including appeals) which:

- are made against **you** and reported to **us** during the period of insurance; and
- fall under one of the Covered claims set out below.

The claim must always meet the following criteria in order for **us** to pay **your legal costs**:

- the claim always has a greater than 50% chance of success (whether **you** are defending the claim or pursuing the claim) and, if the case involves **damages** or compensation, a greater than 50% chance of enforcing any Judgment that might be obtained;
- for claims under **Covered claims - Contracts**, there must be a greater than 50% chance of successfully defending the claim in its entirety;
- in criminal prosecution claims where **you** plead guilty, there is a greater than 50% chance of reducing any sentence or fine;
- in criminal prosecution claims where **you** plead not guilty, there is a greater than 50% chance of **your** plea being accepted by the court; and
- in claims involving an appeal, there is a greater than 50% chance of the appeal succeeding.

The **appointed adviser** or, where **we** determine that it is necessary, a barrister will be instructed to determine the claim's chances of success.

Any **legal costs** shall only be incurred with **our** consent. You are responsible for the payment of any fees which are incurred and not covered under **Your** legal solutions.

If you do not have a reasonable chance of success, as outlined above, you must pay the **legal costs** involved with pursuing or defending **your** claim, irrespective of the outcome.

Covered claims

1. Accommodation and storage costs

If **you** want to live at **your let property**, **we** will pay **your** accommodation costs and the costs of storing **your** personal possessions while **you** are unable to do so.

We will not pay claims relating to:

- accommodation costs over £300 for each day and more than £10,000 in total; or
- storage costs over £300 for each complete week and more than £10,000 in total.

2. Clinical negligence

We will pay **your legal costs** for disputes arising from alleged clinical negligence or malpractice.

We will not pay claims relating to:

- any claim arising from or relating to cosmetic or aesthetic surgery where the procedure is carried out for the purpose of elective aesthetic enhancement rather than for medically necessary reconstructive surgery
- defending any claim other than an appeal.

3. Contracts

We will pay **your legal costs** for disputes arising out of any agreements **you** have entered into for:

- buying or hiring consumer goods or services (including vehicles);
- selling goods privately (including vehicles);
- buying or selling **your residence**;
- renting **your residence** as a **tenant**; or
- leasing **your residence**.

We will not pay **legal costs** relating to:

- a dispute with a **tenant** or leaseholder, where **you** are the landlord or lessor;
- loans, mortgages, pensions or any other banking, life or long-term insurance products, savings or investments;
- **your** business activities, trade, venture for gain (apart from incidental farming), profession or employment;
- a settlement due under an insurance policy;
- construction work, or designing, converting or extending a building, where the contract value is more than £300,000 including VAT; or
- a dispute with any party other than the party with whom you have entered into an agreement or alleged agreement with.

4. Crisis communication

Following an event that causes **you** significant adverse publicity likely to damage **your** personal or professional reputation, an **appointed adviser** will prepare communications on **your** behalf to limit **your** reputational damage.

This will include:

- preparing social media messaging, voice messaging or written statements;
- receiving and responding to diverted communications by email or phone;
- representing **you** at a media event or preparing **you** for media interviews
- managing interaction with media outlets; or
- liaising with **your** solicitor to draft a media statement or press release. **Your** solicitor can be either an **appointed adviser** under this section, or a solicitor acting on **your** behalf under another section of this or any other **policy**.

We will do this provided that **you** ask for and follow the advice from **our** Concierge Desk.

We will not pay **legal costs** relating to:

- something that has not actually resulted in adverse publicity appearing online, in print or broadcast; or
- **legal costs** over £25,000.

5. Disputes with domestic employees

We will pay **your legal costs** for disputes with **your** domestic employee that arise from:

- their dismissal;
- an alleged breach of **your** domestic employee's legal rights under **United Kingdom** employment laws; or
- the terms of a contract of service or service occupancy agreement between **you** and **your** domestic employee.

We will not pay in relation to:

- disciplinary hearings or internal grievance procedures;
- personal injury; or
- claims against **your** domestic employees, except to repossess part of **your** residence or other accommodation **you** provided under a service occupancy agreement

6. Employment disputes

If **you** are in dispute with **your** current, former or prospective employer about **your** contract of employment or related legal rights, **you** can bring a claim when all internal dismissal, disciplinary and grievance procedures have been concluded.

The relevant disciplinary and grievance codes can be found in ACAS Code of Practice for Disciplinary and Grievance Procedures or Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland.

You must co-operate fully with ACAS regarding mediation and do nothing that hinders a successful outcome.

We will not pay in relation to:

- claims relating to disputes arising from personal injury;
- the costs of defending a claim made against **you** by **your** employer, except where they bring an appeal;
- the **legal costs** for an employer's internal disciplinary process or an employee's grievance hearing or appeal; or
- claims arising from a compromise or settlement agreement between **you** and **your** employer, unless the agreement arises from an ongoing claim.

7. Inheritance disputes

We will pay costs and expenses up to £50,000 to negotiate for **your** legal rights in a dispute concerning a **United Kingdom** based asset left to **you**, or which **you** believe **you** are entitled to, pursuant to a will or the intestacy rules relating to an estate.

Provided that:

- **You** are a beneficiary, executor (other than as described under exclusion (3) below), potential claimant or creditor to the estate.

We will not pay in relation to

- Any dispute with HMRC;
- Any medical or forensic disbursements incurred;

A claim where **you** are an executor of a will as part of **your** business activities, trade or employment;

- Any dispute for an item that has no monetary value
- **Legal costs** over £50,000

8. Legal defence Work

We will pay **legal costs** relating to any alleged acts or omissions that arise from **your** work as an employee and result in:

- interviews by the police or others with the power to prosecute;
- prosecution in a court of criminal jurisdiction; or
- civil proceedings under unfair discrimination laws.

9. Motoring prosecution

We will pay the **legal costs** of a motoring prosecution being brought against **you**.

We will not pay claims relating to:

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

10. Landlords

We will pay the **legal costs** of a prosecution against **you** that arises from **you** letting out **your** residence or **let property**.

11. Other

We will pay the **legal costs** of a formal investigation or disciplinary hearing being brought against **you** by a professional or regulatory body.

12. Loss of earnings

We will pay **your** loss of earnings resulting from jury service, or from attending court, tribunals, arbitration or regulatory proceedings at the request of **your appointed adviser**. The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount the court gives **you**.

We will not pay claims relating to:

- money which **you** can recover from a court or tribunal.

13. Personal injury

We will pay **your legal costs** for a sudden event which causes **you** injury or death.

We will not pay claims relating to:

- a condition, illness or disease which develops gradually over time;
- mental injury, nervous shock, depression or psychological symptoms where there is no injury to **your** body;
- defending any dispute other than an appeal;
- contingency fees; or
- **legal costs** over £50,000 for any claim outside the **United Kingdom**

14. Planning appeals

We will pay **your legal costs** for appeals to the planning inspectorate if **your** local planning authority refuses **you** planning permission.

You must:

- take all available steps to make sure that planning permission is granted, such as consulting with **your** local authority before submitting **your** application; and
- exhaust every alternative option to secure planning approval before launching a planning application appeal.

We will not pay claims relating to:

- an appeal against planning permission being refused to develop land or property for business or commercial purposes, other than for private residential letting; or
- **legal costs** over £5,000.

15. Property

We will pay **your legal costs** for disputes relating to property **you** own (including **your** residence and **let property**). This cover applies to:

- an event which causes damage to **your** property; or
- a public or private nuisance or trespass provided that, where a boundary is in dispute, **you** can prove where the boundary lies.

If **you** are claiming against **your** tenant for damage, **you** must have a detailed inventory of the contents and condition of the property which the tenant signed as part of the tenancy agreement.

We will not pay claims relating to:

- a contract **you** entered into other than a tenancy agreement;
- trespass by a tenant or ex-tenant or squatters;
- any building or land other than **your home**, **let property** or a residence used by **you** as a second home;
- a motor vehicle;
- the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority;
- defending any dispute relating to property damage, other than defending a counterclaim or an appeal; or
- disputes with anyone other than the person(s) who caused the damage, nuisance or trespass.

16. Recovering rent arrears

We will pay **your legal costs** to recover rent due under a tenancy agreement.

17. Repossession

We will pay **your legal costs** if you take legal action to repossess **your let property**.

You must have:

- asked for rent from **your** tenant in writing as soon as it is overdue and provide evidence of this; and
- given the tenant the correct notices for repossessing **your** property.

You must also have a right of repossession under:

- Schedule 2, Part 1 (grounds 1 to 8);
- Schedule 5, Part 1 (grounds 1 to 8);
- Part 1, Section 21; or
- Part 2, Section 33.

where the Housing Act 1988 as amended by the Housing Act 1996, the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act applies to **your** tenancy agreement.

18. School admission appeals

We will pay **your legal costs** to appeal against a decision to refuse **your** child admission to the school of **your** choice. **We** will not pay claims for **legal costs** which are more than £25,000.

19. Tax

We will pay the **legal costs** of a formal enquiry into **your** tax affairs, provided that all **your** returns are complete and have been submitted within the legal timescales.

We will not pay claims relating to:

- tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions
- circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **your** financial arrangements;
- any enquiry that concerns assets, monies or wealth outside England, Scotland, Wales and Northern Ireland; or
- an investigation by the Fraud Investigation Service of HMRC.

C. Exclusions

1. Clinical negligence

We do not cover disputes relating to clinical negligence, except as provided for under Clinical negligence.

2. Dishonest, intentional and illegal acts

We do not cover allegations against **you** which involve:

- assault, violence, dishonesty, malicious falsehood or defamation;
- the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
- indecent or obscene materials
- illegal immigration; or
- money laundering or bribery offences, fraud, or any other financial crime activities.

3. Family disputes

We do not cover disputes between:

- anyone included in the definition of **'you'** in this policy;
- **you** and **your close relations**; or
- **you** and any other **family member(s)**.

4. Fines and penalties

We do not pay fines, penalties or compensation awarded against **you**.

5. Group litigation orders

We do not cover group litigation orders.

6. Houses of multiple occupation

We do not cover property which is or should have been registered as a house of multiple occupation.

7. Judicial reviews

We do not cover judicial reviews.

8. Legal costs incurred without our consent

We do not pay **legal costs** incurred without **our** consent.

9. Minimum sum in dispute

We do not cover any claim where the sum in dispute is less than £100.

10. More than five let properties

We do not cover claims relating to a tenancy agreement where **you** own more than 5 **let properties**.

11. Pre-existing/pre-inception

We will not cover any actual or alleged act or omission or dispute happening before, or existing at the start of the period of insurance and which **you** believed or ought reasonably to have believed could have led to a claim under this section.

12. Rent reviews

We will not pay for the costs of registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First-tier Tribunal (Property Chamber).

13. Sonic and Supersonic Pressure Waves

We do not cover any claim arising from or relating to pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed.

14. Tenancy disputes

If **you** had a **tenancy agreement** in place before the start of the **period of insurance**, **we** do not cover disputes with **your tenants** or **former tenants** during the first 90 days, except where **you** have had equivalent cover in force immediately before the start of the **period of insurance**.

15. Territorial limits

For Contracts, **we** do not cover events outside the **United Kingdom**, the European Union, Norway or Switzerland.

For **Personal injury we** cover events worldwide.

For all other sections, **we** do not provide cover outside the **United Kingdom.**

16. Terrorism

We do not cover **terrorism**.

Legal solutions: Helplines

Legal and tax advice 0330 175 7899

If **you** have a legal or tax problem we recommend that **you** call **our** confidential legal and tax advice helpline.

Legal advice is available 24 hours a day, 7 days a week, and tax advice is available from 9am to 5pm on weekdays (except bank holidays).

We record and monitor calls for training purposes, to improve the quality of our service, to help us deal with queries or complaints from you and to prevent and detect fraud and financial crime.

The advice covers personal legal matters within UK, Isle of Man, Channel Islands and EU law and personal tax matters within the **United Kingdom**. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax related matters. Use of this service does not constitute reporting of a claim.

All helplines are subject to fair and reasonable use.

The level of fair usage will depend on individual circumstances. However, if **our** advisers consider that your helpline usage is becoming excessive they will tell **you**.

If following that warning usage is not reduced to a more reasonable level, **we** can refuse to accept further calls.

Crisis communication service 0344 571 7964

If **you** are concerned about an event that may result in negative publicity which could damage **your** personal or professional reputation, **you** can access professional public relations support from **our** crisis communication experts.

Where possible, initial advice for **you** to act upon will be provided over the phone but, if **your** circumstances require professional work to be carried out in advance of any actual adverse publicity, such services are available on a consultancy basis and subject to **you** paying a fee. Where an event has led to actual publicity online, in print or broadcast that could be damaging to **you**, **you** are insured against the costs of crisis communication services under Crisis communication when **you** use this helpline.

Confidential counselling 0333 000 2082

Our qualified counsellors are available to listen to **your** concerns and give confidential advice to help **you** to deal with any matter that is worrying **you.**

Calls to the counselling service will not be recorded. This service is available 24 hours a day, 365 days of the year.

Part X – Cyber

Refer to this section for assistance with a damage or disruption caused by computer virus, hacking or denial of service attack.

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

HSB Engineering Insurance registered address, HSB Engineering Limited, Chancery Place, 50 Brown Street, Manchester M2 2JT. Registered in England and Wales, number 02396114 and Ireland 906020.

A. Special definitions in part X

(in addition to the policy definitions)

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

Act of terrorism – an act committed by, or threat made by, any person or group (whether acting alone or in connection with any organisation or **government**) for political, religious, ideological or similar purposes, including to influence any **government** or frighten the public.

Business activities - any activities carried out by **you** or on your behalf for business or professional purposes.

Computer systems - any computing or electronic device that connects to the internet or to other electronic devices and any associated data, software and programs.

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

Connected vehicle

Any vehicle that:

- is owned or leased by **you**
- is a private vehicle not used for **business activities**
- can be legally operated with a category B UK driving licence
- is registered for road use and subject to the Road Traffic Act
- is connected to the internet

Contaminant – an impurity resulting from the mixture or contact of a substance with a foreign substance, including but not limited to mould, mildew, fungus, spores, diseases, viruses or microorganism of any type, nature, or description.

Cyber event – either:

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

affecting **your home systems**.

Cyber operation – means the use of a **technology system** by, at the direction of, or under the control of a **state** to:

1. Disrupt, deny access to or, degrade functionality of a **technology system** and or
2. Copy, remove, manipulate, deny access to, destroy information in a **technology system**.

Cryptocurrency - digital currency with transactions validated and records maintained through a decentralised system using cryptography.

Cyber bullying - two or more similar or related acts of harassment, intimidation, impersonation, defamation, slander, invasion ofprivacy, threat of violence or other similar acts targeted at **you** and perpetrated wholly or partially using computer systems including but not limited to:

- sextortion;
- cyberstalking; and
- doxing

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

Damages – either:

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

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

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

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

Digital wallet - sofware application or platform where **you** can store or deposit money, **cryptocurrency** or **NFT collectibles** for making electronic payments or transfers

Government – means **government** including its intelligence and security services

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

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

Home systems – any **computer systems** owned by **you**, or hired, leased or rented to **you** under written conditions.

Impacted state – the **state** in which the **technology system** affected by the **cyber operation** is physically located

Identity theft - the fraudulent use of information or documents which could be used to identify **you** or allow **your** identity to be stolen or fraud to take place on **you** including:

- fraudulently using **your** National Insurance number, NHS number, passport and/or driving licence;
- fraudulently using **your** personal identity to establish credit accounts, secure loans, enter into contracts or commit crimes; and
- fraudulent alteration of account profile information for bank accounts, credit cards or loans, such as the address to which statements are sent.

NFT collectibles - a unique digital identifier that is recorded in a digital ledger to certify evidence of authenticity and public ownership of:

- Digital artwork; or
- Digital collectibles

This does not include **cryptocurrency** or any video game collectibles.

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

Pollutants - any solid, liquid, gaseous, biological, radiological, or thermal irritant or **contaminant**, including smoke, vapor, soot, fumes, acid, alkalis, chemicals, bacteria, fungi, virus, mould, spores, vaccines and waste (including materials to be recycled, reconditioned, reclaimed, or disposed of, as well as, nuclear materials).

State – means sovereign state

Technology system – means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

War – means **war** and hostile action including:

- the use of physical force by a **state** against another **state** or as part of a civil war, rebellion, revolution or insurrection; and/ or
- military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

whether war be declared or not

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

For Section 3 - Cyber online liability, Section 4 - Cyber bullying and online harassment and Section 5 - Identity Theft, **you** means the person(s) shown in the schedule and all members of that person's family who permanently live at the **home**.

B. Basis of cover

Section 1 – System Restoration and support

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

a. System Restoration

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

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

b. **Computer virus** removal

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

c. Professional assistance

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

d. Auto cyber costs

We will reimburse **you** for costs **you** have paid up to £1,500 towards:

- The cost to **you** of hiring a towing company to take **your connected vehicle** to a repair centre when it is not safe to drive under its own power following a **cyber event**.
- the cost to **you** of renting or leasing a temporary vehicle when **your connected vehicle** is not safe to drive under its own power due to a **cyber event**.

Section 2 – Cyber crime

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

a. Social engineering and fraud

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

- money being taken from **your** personal account;
- **your** personal goods, services, property or financial benefit being transferred; or
- any credit arrangement being made with **your personal data**.
- **cryptocurrency** or **NFT collectibles** being taken from **your** personal **digital wallet**

as long as **you** have not received any benefit in return. **We** will not pay for **your** financial loss related to **business activities**.

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

b. Utility hacking

Your liability to make any payment to **your** utility or service provider (including but not limited to telephone, internet, electricity, or cloud), as the result of **hacking** into **your home systems**.

c. Cyber ransom

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

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

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

Section 3 - Cyber online liability

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

a. Data privacy

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

b. Computer virus transmission

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

c. Online reputation damage

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

Section 4 - Cyber bullying and online harassment

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

a. Online privacy and protection costs

The reasonably and necessary cost of hiring professional consultants to;

- repair **your** online privacy and reputation
- make recommendations on how to prevent further **cyber bullying**
- pursue legal guidance, file injuctions or aid in providing evidence for prosecution of the perpetrators of the **cyber bullying**

b. Monitoring costs

The reasonably and necessary cost of mobile applications, social monitoring software and web-based products to prevent further **cyber bullying**.

c. Temporary relocation expenses

The reasonably and necessary costs up to £10,000 of relocating **you** to a temporary residence or accommodation for a reasonable and necessary time if **you** need to move to a new location to escape a serious, fixated threat or stalking related to **cyber bullying**.

d. Temporary private tutoring

The reasonably and necessary costs up to £10,000 of hiring a professional tutor for time reasonably and necessarily taken away from education institutions.

e. Lost wages

Wages lost by **you** for time reasonably and necessary taken away from work and away from the work premises.

Time away from work includes partial or whole work days. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours. The most **we** will pay under this cover is £10,000.

f. Cyber victim expenses

The reasonably and necessary costs up to £10,000 of counselling from a licensed mental health professional

Section 5 – Identity Theft

We will pay for the following resulting from an **identity theft** that **you** discover during the **policy period**:

a. Expense reimbursement coverage

Costs necessarily and reasonably incurred:

- Re-filing applications for credit cards, loans, grants or other forms of credit;
- Notarising witness statements, affidavits or other similar documents, long distance telephone calls and postage; and
- Obtaining a maximum of 12 credit reports from established credit bureaus during the 12 months following the discovery of the **identity theft**.
- The cost of protective registration with CIFAS for a maximum of two years
- Actual costs for supervision of **your** children or **your** elderly or infirm relatives or dependants during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of **yours**.

- Any other reasonable costs necessarily incurred by **you** as a direct result of the **identity theft** including costs incurred by **you** to recover control over **your** personal identity and deductibles or service fees from financial institutions.

b. Defence costs

Costs and expenses necessarily and reasonably incurred and approved by **us** in writing for:

- The defence of any civil claim or legal proceedings brought against **you** by a creditor or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan;
- The removal of any civil judgment wrongfully entered against **you**;
- Legal assistance for **you** at an audit or hearing by a governmental agency;
- Legal assistance in challenging the accuracy of **your** consumer credit report; and
- The defence of any criminal charges brought against **you** arising from the actions of a third party using **your** personal identity

c. Lost wages

Wages lost by **you** for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.

How much we will pay

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

If there is more than one person named in the schedule, the total amount **we** will pay following a claim will not exceed the amount **we** would be liable to pay to any one of **you** and the total amount **we** will pay during the **policy period** is the **sum insured**, regardless of the number of persons named in the schedule.

Defence costs

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

Paying out the sum insured

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

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

Case management services

Any expenses **we** incur to provide case management services under Section 1 - System restoration and support are in addition to the **sum insured**.

Cryptocurrency

The most **we** will pay for **cryptocurrency** will be £100,000 or the value at the date and time the financial loss occurred, as recorded on the digital ledger, whichever is lesser.

NFT collectibles

The most **we** will pay for **NFT collectibles** will be £5,000 or the value at the data and time the financial loss occurred, as recorded on the digital ledger, whichever is lesser.

If **we** pay for the loss of **NFT collectibles**, **you** must assign to **us** all legal rights, title, and interest in those **NFT collectibles** for recovery purposes.

C. Conditions

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

1. Reporting a claim or claims cooperation

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

- take all reasonable steps and precautions to prevent further damage or other loss covered by **your** policy;
- immediately tell the police about any loss or damage relating to crime and obtain a crime reference number;
- if the claim relates to **cyvber bullying** or online harassment, report the incident to the police or, where applicable, a school administrator and obtain evidence of such report;
- tell the person who arranged **your** policy (or **us**), providing full details, as soon after the incident or circumstances as possible.

In addition **you** must also:

- immediately send **us** every letter, writ, summons or other document **you** receive in connection with the claim or circumstance; and record all information relating to a claim against **you** covered under Section 3 - 'Cyber online liability'
- keep any **damaged home systems** and other evidence, and allow **us** to inspect it;
- co-operate with **us** fully and provide all the information we need to investigate **your** claim or circumstance; and
- give **us** details of any other insurances **you** may have which may cover loss covered by this policy; and
- attempt to recover financial loss relating to **your** claim under Section 2 - Cyber crime from a bank or other financial institution that may be responsible for refunding all or part of the loss; and

- tell **us** if you recover money from a third party in relation to a claim (**you** may need to give the money to **us**).

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

2. Fraudulent claims

If **you** (or anyone acting for **you**) make a claim knowing that any part of the claim is fraudulent (dishonest, false or exaggerated), **we** will not pay the claim and **we** may cancel **your** policy from the time of the fraudulent act relating to **your** claim and **we** may keep any premium **you** have paid.

3. Enforcing your rights

We may, at **our** expense, take all necessary steps to enforce **your** rights against any third party. **We** can do this before or after **we** pay a claim.

You must not do anything before or after **we** pay **your** claim to affect our rights and **you** must give us any help and information **we** ask for. **You** must take reasonable steps to make sure that **you** protect **your** rights to recover amounts from third parties.

4. Protecting data

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

5. Controlling defence

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

6. Reasonable care

You must:

- make sure that **your home systems** are used and maintained as recommended by the manufacturer or supplier; and
- take all reasonable steps and precautions to prevent or reduce **damage** or other loss covered by **your** policy.

7. Change in risk

As soon as **you** (or anyone acting for **you**) become aware of any change in circumstance which may affect the policy, **you** must tell **us** of the change. **We** will decide if the change alters the risk and if **we** need to change the terms and conditions of **your** policy including the premium. This applies to any change which arises, whether it is before or during the **policy period**, including before we renew **your** policy.

If **you** do not tell us about a change, a claim may be reduced or rejected and in some cases **your** policy might be treated as if it never existed and **you** may not be entitled to a refund of premium.

Your cover will not be affected by any change in circumstance which increases the risk covered by **your** policy and which **you** could not have known about.

8. Defence software

Your home systems must be protected by anti-virus software, where available, which is updated regularly in accordance with the provider's recommendations.

9. Contracts (Rights of Third Parties) Act 1999

Any person who is not named in the schedule has no right under the Contracts (Rights of Third-Parties) Act 1999 (or any other law) to enforce any term of the policy.

10. Correct information

You must give **us** correct information. If **you** fail to do so and:

- **your** failure was deliberate or reckless, **we** will treat **your** policy as if it never existed, refuse all claims and keep any premium **you** have paid. If **your** failure occurs during a change to **your** policy **we** will terminate **your** policy from the date of that change, refuse subsequent claims and keep any premium **you** have paid.
- **your** failure was careless and **we** would not have issued **your** policy had **you** told **us** the correct information, **we** will treat **your** policy as if it never existed and return any premium **you** have paid. If **your** failure occurs during a change to **your** policy **we** will treat **your** policy as though the change was not made and where appropriate return any additional premium charged for the change. **You** may want to cancel **your** policy if it does not meet **your** needs (see 'Part XI General Conditions, 18. **Your** cancellation').
- **your** failure was careless and **we** would have insured **you** on different terms had **you** given **us** correct information, **we** will;
  a. alter the terms of **your** policy to those **we** would have imposed (other than those relating to premium); and
  b. reduce the amount paid or payable on any claim in proportion to the amount of additional premium **we** would have charged.

D. Exclusions

The following exclusions apply only to Part X – Cyber. **We** will not pay for any cost, **damages**, liability, loss or defence costs arising from the following:

1. Advance fee fraud

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with an advance fee fraud or other fraud where **you** provide money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.

2. Authority actions

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any action or prosecution against **you** by any statutory or local **government** agency, body or authority or professional or trade licensing organisation acting in its regulatory or official capacity

3. Bodily injury

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any actual or alleged personal injury suffered by any person including but not limited to bodily injury, psychological harm, emotional distress, anguish, trauma, illness, an ailment or death suffered by a person.

This exclusion does not apply in respect of **damages** and **defence costs** for psychological harm, mental anguish or emotional distress arising from a claim under B. Basis of Cover, Section 3 - Cyber online liability and Section 4 - Cyber bullying and online harassment

4. Business activities

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any **business activities**.

5. Circumstances before your policy started

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with:

- Circumstances which existed before any cover provided by **your** policy started, and which **you** knew about.
- Claims or circumstances which **you** have already reported, or which **you** should have reported, to a previous insurer before the **policy period**.

6. Confiscation

Any cost, damages, liability, loss or defence costs arising from or in connection with your property being confiscated or damaged by, or under the order of, any government, public or police authority.

7. Connected Vehicle Theft

Any cost, damages, liability, loss or defence costs arising from or in connection with theft of your connected vehicle.

8. External network failure

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with failure or interruption of any:

- gas or water supply
- electrical power supply network or telecommunication network not owned and operated by **you**.

This exclusion shall not apply to any cost or loss caused by or resulting from physical damage, if otherwise insured by **your** policy, to the electrical power supply network, telecommunication network or other property.

Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

9. Intentional acts

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any intentional act, or failure to act, by **you** or anyone acting on **your** behalf.

10. Loss prevention costs

We will not pay for any costs incurred to avoid prevent or detect identity theft or any other loss.

11. Malicious defamation

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with defamatory or disparaging statements or publications made maliciously and deliberately if it could be anticipated by a reasonable person that the statements could result in a claim against **you**.

12. Nuclear risks

Any loss, **damage**, liability, cost or expense of whatsoever nature directly or indirectly caused by contributed to by or arising from:

- ionising radiation from, or contamination by, radioactivity from any nuclear material, or from burning nuclear material;
- the radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor or other nuclear equipment, or any nuclear part of them;
- any weapon or device using atomic fission, fusion or similar reaction, or radioactive force or material;

- the radioactive, toxic, explosive or other dangerous properties of any radioactive material; or
- any chemical, biological, bio-chemical or electromagnetic weapon.

13. Other insured parties

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any dispute or claim between **you**.

14. Patent

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with infringement of any patent.

15. Pollution and contamination

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with:

- the presence of **pollutants**, or a **contaminant**; or
- the actual discharge, dispersal, release or escape of **pollutants**, or a **contaminant**; or
- any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize in any way respond to or assess the effects of **pollutants** or a **contaminant**.

16. Property damage

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with any physical **damage** to any tangible property, unless otherwise covered under 'Section 1 System restoration and support - a) Home systems restoration'.

17. Sanction limitation

We will not make any payment under the policy if doing so would expose **us** to any sanction, prohibition or restriction under any United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any other country with whose laws we are legally obligated to comply.

18. Terrorism

Any cost, **damages**, liability, loss or **defence costs** arising from or in connection with:

- biological or chemical contamination; or
- any failure in the supply of gas, electricity, water or phone service to **your** home;

which is caused by any **act of terrorism**.

19. War

Any loss, **damages**, liability, **defence costs**, costs or expenses of any kind:

- directly or indirectly arising from a **war** or
- arising from a **cyber operation**

It shall be **our** responsibility to prove that this exclusion applies. **You** and **we** will consider such objectively reasonable evidence that is available at the time of a **cyber operation** to determine who it is due to.

This may include formal or official statements by the **government** of the **impacted state** saying that they regard the **cyber operation** is due to another **state** or those acting at its direction or under its control.

Aviva Insurance Limited distributes and administers this insurance on behalf of the insurers named on **your** schedule.

The general policy provisions are detailed here.

We will not be liable to pay any claim under this insurance unless **you** and any **insured person** comply with all the requirements in the following conditions.

E. Cyber: Helplines

1. Cyber Helpline

You can call **us** anytime for proactive guidance, as well as calling for support when something has gone wrong. There is no limit to the number of calls **you** can make to the helpline and calls to CyberScout have no impact on claims history. **You** will get an appointed personal cyber response handler. accessible 24 Hours a day, 7 days a week. For immediate help please contact the

Cyber Helpline at **44 (0)800 912 1191** or
email at **HSBCyberIncident@cyberscout.com**

You can also register for **our** complimentary Dark Web Monitoring which proactively monitors deep and dark websites, and dark net communities, to check if personal and financial information has been compromised. Our service provides incident remediation and an action plan to protect personal and financial information and help prevent it from being shared. Please register on the following site with your policy number:
https://aviva.mycybercentre.com

Part XI – General conditions

1. Works to your home

You must notify **us** of any planned or ongoing repair, renovation, restoration, construction, building work or decoration to **your home** and/or **other permanent structures** with a value that exceeds £200,000 and/or necessitates **you** vacating the **home** and/or the **home** not being adequately furnished to be lived in normally. In the event that **you** do not notify **us** accordingly **we** reserve all **our** rights under the policy to charge **you** an additional premium, refuse to cover any loss relating to the renovation, restoration, construction, building work or decoration to **your home** and or **other permanent structures**, or terminate the policy. If the payment basis is guaranteed rebuilding cost, this extension of cover shall be suspended until works are complete and **we** agree to reinstate this cover.

2. Assignment

No assignment of or change of interest in this policy or in any amount payable under it will be binding on or recognised by **us** without **our** written consent.

3. Death

If an **insured person** dies during the **policy period**, this policy, unless cancelled, will cover the **insured person's** legal representative for the remainder of the **policy period**.

4. Bankruptcy, CCJs and IVAs

You must notify **us** immediately if an **insured person** has ever been made bankrupt, been subject to bankruptcy proceedings, entered into an Individual Voluntary Agreement (IVA) or received a County Court Judgement (CCJ). An **insured person's** bankruptcy or insolvency shall not relieve **us** of any of **our** obligations. Further if an **insured person** becomes bankrupt or insolvent during the **policy period**, this policy, unless cancelled, will cover the **insured person's** legal representative for the remainder of the **policy period**.

5. Disclosure of Information

You must take reasonable care to make sure that all facts and information provided to **us** in response to **our** questions, when taking out, renewing, or requesting changes to the cover provided by the policy, are accurate and complete.

Please tell **your** insurance advisor as soon as reasonably practicable to let **us** know if there are any changes to the information set out in the application form/or statement of fact or on **your** schedule. **You** must also tell **your** insurance advisor as soon as reasonably practicable to let **us** know about the following changes:

a. any change to the people insured or to be insured;

b. any intended alteration to, extension to or renovation of **your** property unless the value of the works is under £200,000;

c. if **your** property is to be lent, let or sublet other than **temporary lets**;

d. any change or addition to the **contents** or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **your** policy schedule;

e. if **your** property is used for **business** purposes other than occasional clerical work or **incidental business**;

f. if **your** property is to be **unoccupied** for any continuous period that exceeds 60 days;

g. if any member of **your** household or any person to be insured on this policy is charged with or convicted of a criminal offence (this does not include motoring offences).

If **you** fail to exercise reasonable care, **we** will treat the policy as if it had not existed from the effective date, renewal date or date when any changes were made to the policy (as the case may be) if **you**:

a. deliberately or recklessly gave **us** inaccurate or incomplete information; or

b. did not take reasonable care to give **us** accurate and complete information in circumstances where **we** would not have covered **you** at all, had **we** known about such information. **We** will return the premium provided that **you** did not deliberately or recklessly provide **us** with inaccurate or incomplete information.

In all other cases, **we** may refuse to pay all or part of a claim, depending on what **we** would have done if **you** had taken reasonable care to provide **us** with accurate and complete information. If **we** would have insured **you** on different terms (other than in relation to premium), then the policy will be treated as if it had contained such terms.

In such circumstances, **we** will only pay a claim if the claim would have been covered by a policy containing such terms. If **we** would have provided **you** with cover for a higher premium, the amount payable on any claim will be reduced proportionally, based on the ratio that the premium actually charged bears to that which **we** would have charged. For example, **we** will only pay half of the claim, if **we** would have charged double the premium.

If this policy covers more than one **insured person** and an **insured person** fails to comply with this condition, **we** may rely on **our** rights under this condition as against that **insured person**, as if a separate policy had been issued to them, leaving the remainder of the policy and the rights of other **insured persons** unaffected.

If **you** are in any doubt please contact **your** insurance advisor.

6. Concealment or fraud

Your ability to make a claim may be prejudiced if, whether before or after a loss **you**:

a. intentionally concealed or misrepresented any statement of fact or circumstance;

b. engaged in fraudulent conduct; or made false statements; relating to this insurance. Fraudulent claims

If **you** make a fraudulent claim under this policy, **we**:

a. may not be liable to pay any part of the claim;

b. may recover from **you** any sums already paid to or on behalf of **you** in respect of the claim; and

c. may, by notice to **you**, treat this policy as having been terminated with effect from the date of the fraudulent act, in which case **we** are not liable for any **occurrence** occurring after that date and are entitled to receive and retain the full premium.

7. Sanctions

We shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, **our** parent company or its ultimate controlling entity to any sanction, prohibition, restriction or any applicable anti-terrorism legislation or regulation under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or the United States of America or the United Kingdom.

8. Construction, severability and conformance to statute

a. if any provision contained in this policy is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this policy.

b. if any provision contained in this policy is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.

c. any provisions of this policy which are in conflict with the statutes or regulations of the state or country wherein this policy is issued are hereby amended to conform to such statutes or regulations.

9. Our right to cancel

We or any agent **we** have authorised to do so may cancel **your policy** provided by Aviva if **we** have a valid reason, for example:

you don't pay **your** premium when it's due (including nonpayment of instalments). If **you** don't pay the first premium **your policy** will not be valid. If **you** miss a payment after that **we'll** write to **you** giving a further date to pay. **We** will give you at least 14 days' notice in writing if **we** intend to cancel due to non-payment of instalments. If **we** don't receive payment by then **we** will cancel the **policy** from the date shown on the letter;

we reasonably suspect fraud; **you** don't co-operate with **us** or give **us** information or documentation **we** ask for, and this affects **our** ability to process a claim or defend **our** interests;

you have not given complete and accurate answers to the questions **we** ask.

Where **we** cancel, **we** will always give **you** at least 14 days' notice by post or email to the last address or email address **you** have given **us** and tell **you** the reason why. The exception is where **we** have evidence that **you** have acted fraudulently or deliberately given **us** incorrect or incomplete information then **we** may cancel **your policy** without notice and backdate the cancellation to the date when this happened, which could be when **you** first bought **your policy.**

Will I get a premium refund?
If **your** is cancelled before the cover starts **we** will refund the premium **you** have paid for the cancelled cover. If **your policy** or an additional cover is cancelled after cover has started **we** will refund **you** for any days left which **you** have already paid for. **You** won't get a refund at all if **we** cancel **your policy** because **you** acted dishonestly or fraudulently and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If **you** fail to comply with the Part XI – General Conditions **our** liability under the policy will be suspended from the date and time at which the breach occurred and up until the date and time at which the breach is remedied, if it can be remedied, with the result that **we** will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period of suspension.

10. Your right to cancel

During the cooling-off period
You have a statutory right to cancel **your policy** within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive the **policy** or renewal documentation, whichever is the later.

If **you** wish to cancel and **your** cover hasn't started **you** will be entitled to a full refund of the premium paid.

If **you** cancel after **your** cover has started **we** will refund the full premium paid less a proportionate deduction for the time **we** have provided cover.

If **you** don't exercise **your** right to cancel, **your policy** will continue, and **you** will be required to pay the premium.

After the cooling-off period
In addition to **your** statutory rights **you** can cancel the **policy** provided by Aviva at any time by contacting **your** insurance adviser at the address shown on **your** schedule. There may be a charge for doing this, please see 'Will I get a premium refund?'

If this **policy** is cancelled or not renewed by either **you** or **us**, **you** should cancel any direct debit arrangements.

If **your** policy is cancelled before the cover starts **we** will refund the premium **you've** paid for the cancelled cover.

If **your** policy or an additional cover is cancelled after cover has started we'll refund **you** for any days left which **you've** already paid for.

You will not receive a refund of the premium if **we** have paid a claim during the **policy period You** won't get a refund at all if **we** cancel **your** policy because **you** acted dishonestly or fraudulently and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

11. Amount insured

We will not pay more than the relevant amount insured or limit unless otherwise

expressly stated in this **policy**. Where more than one of **you** is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you** (except under Annual Travel)

12. Currency

Any amount of money referred to in this **policy** will be converted to the currency used in the schedule at the exchange rate that applies at the date of the claim.

13. Duplicate cover

If **you** are covered under one section for **your** loss, **we** will not pay for that loss under a different section.

14. Excess

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

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

15. Improving your cover

We may improve the cover provided under **our** Private Client Home 50 High Net Worth Home Insurance product. If **we** do so, **we** will automatically apply the improved cover to this policy without charging an additional premium. **We** will define a date for the improved cover to take effect.

16. Other insurance

If any loss, damage, **injury**, liability, l**egal claim**, cost or expense is covered by this **policy** and by any other insurance policy under which **you** are insured, **we** will only be liable for the amount exceeding the cover available under that other insurance up to the limit of liability that applies under this policy.

17. Protection from inflation

We will adjust the amount insured for **buildings** and **contents** each month to account for the current effect of inflation based upon a suitable index chosen by **us**. At each renewal, the premium will be calculated on the adjusted amount insured.

18. Shared limits

The total amount payable under the applicable limits of cover provided under the contract of insurance underwritten by **Aviva Insurance Limited** and issued to **you** combined with the corresponding limits of cover provided under the contract of insurance underwritten by **Aviva Insurance Ireland Designated Activity Company** and issued to **you** in respect of the same loss and/or occurrence and/or claim and/or in the aggregate shall not exceed the applicable limits of any one of these contracts of insurance.

19. Taking care

You must take practical steps to prevent and mitigate all loss, damage, **injury,** liability, **legal claims**, cost and/or expenses covered by this **policy**. **You** must also take practical steps to protect **your property**. **You** must keep and maintain **your** property in a good condition and state of repair. If **you** do not comply with these provisions, **we** may refuse to pay or reduce any payment **we** make for a claim, unless **you** show that **your** failure to comply could not have increased the risk of the claim which actually occurred in the circumstances in which it occurred.

20. Choice of Law

The law of England and Wales will apply to this contract unless:

a. at the date of the contract you live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that country will apply; or

b. you have specifically agreed with us otherwise.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

21. Liberalisation

If **we** broaden the cover provided by this policy without an additional premium charge, the changes will automatically apply to **your** policy.

22. Maintenance

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

23. Recovery from third parties

If **you** or an **insured person** has the right to recover from a third party all or part of any payment made under this policy, those rights are transferred to **us** following, and to the extent of, **our** payment under this policy. **You** or an **insured person** must not do anything after the loss to impair such rights of recovery. At **our** request and cost, **you** or an **insured person** will bring an action or transfer those rights to **us** and help **us** enforce them in **our** attempt to recover **our** payment.

24. Rights of third parties

This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

25. Sum insured adequacy

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

a. for the **home** and **other permanent structures** – the full rebuilding cost including removal of debris and professional fees;

b. for **contents** and personal possessions – the replacement cost as new; and

c. for **collections** – the current **market value**.

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

26. Renewal

We will contact **you** in writing at least 21 days before **your** renewal date and will either:

1. give **you** an opportunity to renew **your** insurance for a further year; or
2. let you know that **we** are unable to renew **your** insurance. If **we** don't offer renewal we will tell you why, for example:
   - when the product is no longer available;
   - **we** reasonably suspect fraud;
   - **your** claims history is poor;
   - **we** have changed **our** acceptance criteria;
   - **you** are no longer eligible for cover;
   - **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the 'Important Notice – information and changes **we** need to know about' section within this document.

If we offer renewal we will tell **you**:

- about any changes **we** are making to the policy terms and conditions;
- to check this insurance continues to meet **your** needs;
- to check that the information **we** have is still correct; and
- **your** renewal price.

If **you** wish to make any changes at renewal, contact **your** adviser.

At renewal, a 14 day cooling off period applies which starts from the renewal of the contract or the day on which **you** receive **your** renewal documentation, whichever is the later. Please read **"Your** cancellation rights**"** in **your** policy booklet which explains how this works.

We will write to **you** in advance of **your** renewal date with **our** offer to renew, or to give **you** plenty of time to make other arrangements if **we** are unable to renew **your** insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next **policy period** which, unless **you** have advised **us** otherwise, will automatically proceed if **you** continue to pay **your** premium. Where **we** have agreed to collect this premium automatically **we** will continue to do so unless **you** tell **us** differently. If **you** do not wish to renew **your** insurance please let **us** know before the renewal date of **your** policy.

27. **Unoccupied homes** security and heating

If the **home** is to be left **unoccupied** for more than 60 consecutive days the following conditions apply.

a. **You** must:
   i. maintain the security precautions at the **home** as stated in **your** statement of fact document;
   ii. advise **us** before changes to the security at the **home** are made; and
   iii. put all the security precautions into operation whenever the **home** is left **unoccupied**.

b. During the period from the 1st October to 31st March of every year **we** will not pay a claim for escape of water and/or oil or freezing water, unless:
   i. central heating is installed and in operation to maintain at all times a minimum of 15 degrees Celsius or the water is turned off at the mains and the water system is drained; and
   ii. the gas (if any) and electricity supplies are turned off at the mains when not used for the central heating system or the security of the **home**.

c. **We** will not pay any claim caused by theft or attempted theft, loss or damage in respect of **jewellery**, watches, furs, gold or silver articles (including plate) from the **home**.

28. Losses not covered by this policy

If, by law, **we** must make a payment that is not covered by the policy, **we** have the right to recover the payments from **you** or the person who is liable.

29. Payment of premium

You must pay the premium shown in the schedule. No claims will be met if the premium is not paid.

30. Recovered Property

After **we** have paid a claim, if **we** recover any item, **we** will write to **you** at the correspondence address shown on **your** schedule to give **you** the option to buy back the recovered item. The cost to buy back the recovered items will be either:

a. the amount **we** paid for the claim; or

b. market value of the item at the time **we** recover it.

whichever is the lesser amount.

If **you** recover any **items** after **we** have paid **your** claim, **you** must notify **us** as soon as possible. At **your** option **you** can either:

- repay **us** the same value paid under **your** claim for the item(s) recovered; or
- surrender to **us** the item(s) recovered.

If **we** recover any of **your contents** or valuables after **we** have paid **your** claim, **we** will notify **you** and **you** may buy the item(s) back from **us** at the same value paid under **your** claim.

Part XII – Complaints

We hope **you** won't need this page, and will do **our** utmost to make sure **you** don't.

We are dedicated to providing a high quality service and **we** want to ensure that **we** maintain this at all times. If **you** have any questions or concerns about this **policy** or the handling of a claim, please contact the insurance adviser who arranged this **policy**.

Home, contents, liability, collections, travel and personal emergencies.

If **you** wish to make a complaint in relation to **your** insurance **policy**, **you** can do so at any time by referring the matter to **your** insurance adviser or by contacting Aviva Insurance Limited at:

Complaints Manager

Aviva Insurance Limited
PO Box 78, Surrey Street, Norwich NR1 3EB
Email: **ukgiceo@aviva.com** Telephone from within the United Kingdom: **0800 092 7713** or, from outside the United Kingdom: Telephone: **+44 (0) 1603 606653**

Hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays.

What will happen if Aviva is handling your complaint

If **your** complaint is not resolved quickly:

- **Your** complaint will be acknowledged promptly.
- A dedicated complaints expert will be assigned to review **your** complaint.
- A thorough and impartial investigation will be carried out.
- **You** will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to **you** within eight weeks of receiving **your** complaint, this will inform **you** of the results of the investigation or explain why this isn't possible.

Where **your** concerns are unable to be resolved or have not been resolved within eight weeks, **you** may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision **you** are not. Contacting them will not affect **your** legal rights.

Legal solutions and home breakdown & emergency solutions.

If **you** wish to make a complaint in relation to these sections, **you** can do so at any time by referring the matter to:

Customer Relations Department
ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.
Email: **customerrelations@arag.co.uk**
Telephone: +44 (0) 344 893 9013

Hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays.

Cyber

If **you** want to make a complaint in relation to the Cyber section, **you** should contact:

The Customer Relations Leader
HSB Engineering Insurance Limited
Chancery Place
50 Brown Street
Manchester
M2 2JT

Telephone **+44 (0) 330 100 3433**

Email: **complaints@hsbeil.com**

When **we** receive **your** complaint **we** will;

- confirm this within five business days
- pass it to **our** complaints team to be reviewed; and
- do **our** best to deal with **your** complaint within four weeks. If **we** cannot, we will write to **you** and let **you** know when we will be able to give **you** a final response.

Referral to ombudsman services

If **you** remain dissatisfied or **you** have not received a final decision within 8 weeks, **you** may be able to refer **your** complaint to the relevant ombudsman service:

Where Aviva Insurance Limited, ARAG Legal Expenses Insurance Company Limited and/or HSB Engineering Insurance Limited is your insurer,

please refer **your** complaint to:

Financial Ombudsman Service, Exchange Tower,
London E14 9SR

Email: **complaint.info@financialombudsman.org.uk**

Telephone from within the United Kingdom: **0800 023 4567** or, from outside the United Kingdom:
Telephone: **+44 (0) 207 964 0500**

Website: **www.financial-ombudsman.org.uk**

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website. Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

Where Aviva Insurance Ireland Designated Activity Company is your insurer, please refer **your** complaint to:

Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Telephone: **+353 1 567 7000**

Email: **info@fspo.ie**

The European Commission also provides an online dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. For more information about ODR please visit **http://ec.europa.eu/odr**

AVIVA PRIVATE CLIENTS

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